

**COOPERATION AGREEMENT
AMONG
THE DEPARTMENT OF THE ARMY
THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
AND
THE TERREBONNE LEVEE AND CONSERVATION DISTRICT
FOR
REPAIRS, REPLACEMENTS, MODIFICATIONS AND IMPROVEMENTS OF
NON-FEDERAL LEVEES AND ASSOCIATED PROTECTION MEASURES IN
TERREBONNE PARISH, LOUISIANA**

THIS AGREEMENT, entered into on the below written date, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the U.S. Army Engineer, New Orleans (hereinafter the "District Engineer"), the TERREBONNE PARISH CONSOLIDATED GOVERNMENT (hereinafter referred to as "TPCG"), represented by its President, and the TERREBONNE LEVEE AND CONSERVATION DISTRICT (hereinafter referred to as "TLCD"), represented by its Executive Director (hereinafter collectively referred to as the "Public Sponsors").

WITNESSETH THAT:

WHEREAS, the TPCG maintains a total of sixty-four (64) individual forced drainage areas within Terrebonne Parish, Louisiana. These areas are surrounded by either levees (hereinafter referred to as the "Terrebonne non-Federal levees"), or, in some instances, by a combination of roads and spoil banks. Thirty-four of these forced drainage areas suffered from overtopping or damage during Hurricane Rita;

WHEREAS, under the Flood Control and Coastal Emergencies heading, Chapter 3 of Title II of Public Law 109-234 (hereinafter the 4th Supplemental) (120 Stat. 454-455) provides to the Secretary of the Army \$30,024,000 for repairs, replacements, modifications and improvements of non-Federal levees and associated protection measures in Terrebonne Parish, Louisiana at full Federal expense;

WHEREAS, present Federal authority and limitations on Federal expenditure restrict the Government's efforts to the repair, modification and improvement of only a small portion of the Terrebonne non-Federal levees and associated protection measures;

WHEREAS, the Project, as authorized by Congress, is subject to an "Authorized Federal Participation Limit" as defined by Article I.D of this Agreement, such that the Government's financial participation in the planning, design, and construction of the repairs, replacements, modifications and improvements of non-Federal levees and associated protection measures in Terrebonne Parish, Louisiana, as specified in the 4th Supplemental is limited to \$30,024,000.

WHEREAS, if, at the end of the period of construction, the total costs of the Project, as defined in Article I.A of this Agreement, are less than the “Authorized Federal Participation Limit”, as defined in Article I.D of this Agreement, the Government, in consultation with the Public Sponsors, may amend the Agreement to implement, in the Government’s discretion, repairs, replacements, modifications and improvements to additional portions of the non-Federal levees and associated protection measures in Terrebonne Parish, Louisiana at a cost not to exceed the Authorized Federal Participation Limit; provided however, that the decision to implement such additional work shall be exclusively within the control of the District Engineer.

WHEREAS, in a report entitled “Terrebonne Parish Non-Federal Levee Reconstruction, Levee Repairs as Authorized under the 4th Supplemental Spending Bill of 2006, Levee Selection Process”, October 2007 (hereinafter the “TPCG Report”), TPCG identifies and recommends the reaches of the Terrebonne non-Federal levees to be addressed by the Government under the 4th Supplemental;

WHEREAS, pursuant to the TPCG Report, the Public Sponsors have requested the Government to repair, replace, modify, and improve certain reaches of the non-Federal levees and associated protection measures known as the Suzie Canal and Orange Street Levees (hereinafter the “Project”);

WHEREAS, the Project, as designed by the Government and agreed to by the Public Sponsors, will tie-in to Louisiana Highway 57 which is presently constructed to an elevation below the proposed elevation for the Project and will include designated “no-work areas” within the Project area that will not be addressed by the Government’s construction efforts for the Project, including, but not limited to, the locations of certain pipelines, facilities, and existing structures, such as an existing pump station and the Bayou Butler gravity drainage system;

WHEREAS, notwithstanding the plans set forth in the TPCG “Feasibility Study for Levee Enhancement Projects, Terrebonne Parish, Louisiana, dated January 11, 2006, Addendum No. 1, June 16, 2006, GSE Project No. 11513.00” for the future improvement of the TPCG levees, the completed Project, as defined in Article I.A. of this Agreement, standing alone, will not provide a closed levee system, nor increase the level of flood protection for Terrebonne Parish. The completed Project, however, will advance the TPCG plan of improvements to the Terrebonne non-Federal levees;

WHEREAS, the Government and the Public Sponsors desire to enter into a Cooperation Agreement (hereinafter the “Agreement”) for implementation of the Project;

WHEREAS, due to the Federal limitations of authority and funding for the repair, replacement, modification and improvement of the non-Federal levees in Terrebonne Parish, Louisiana and due to the present level of flood protection afforded by the remainder of the Terrebonne non-Federal levees in Terrebonne Parish, Louisiana, the Project, when completed by the Government, will not provide the levels of protection necessary to achieve the certification required for participation in the Federal Emergency

Management Agency's National Flood Insurance Program under the base flood elevations current at the time of Project construction and will not be eligible for participation in the U. S. Army Corps of Engineers Rehabilitation and Inspection Program upon completion of the Project;

WHEREAS, the Government shall not be responsible for the provision of flood-fighting efforts, materials and equipment within the Project "no-work" areas and in such other areas as are necessary to provide the necessary degree of protection to provide flood and storm damage reduction measures for the areas that the Public Sponsors determine will be protected by the improved Suzie Street and Orange Canal Levees once construction of the said levees is completed by the Public Sponsors in accordance with the non-Federal plan for construction for the Terrebonne Parish non-Federal levee system;

WHEREAS, in order to facilitate the Government's efforts to complete Project construction during the 2009 Hurricane season, the Public Sponsors have agreed to provide the lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Project free and clear of any defect, lien, or encumbrance, at the full cost, risk, and expense of the Public Sponsors, without credit or reimbursement by the Government;

WHEREAS, the Public Sponsors desire to reserve their rights to seek the enactment of Federal law changing the cost sharing requirements applicable to this work, and the Government and the Public Sponsors acknowledge that, in the event Federal law is modified after the effective date of this Agreement to provide additional authorization and increased funding to the Government to afford reimbursement to TPCG and/or TLCD, either individually or collectively, as may be appropriate, or to provide a credit to the Public Sponsors or to a third-party entity, such as the Coastal Protection and Restoration Authority, toward the non-Federal share of another project for the value of lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas provided by the Public Sponsors for this Project and for the costs incurred by the Public Sponsors in performing or assuring the performance of relocations for this Project, the Government and the Public Sponsors shall amend this Agreement as necessary to reflect such modification; and the Government and the Public Sponsors agree that the execution of this Agreement will not be construed as a precedent precluding such a change in cost sharing; and

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 the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Public Sponsors agree as follows:

ARTICLE I -DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Project" shall mean all activities associated with the construction and implementation of measures to raise, modify, and improve two reaches of existing Terrebonne non- Federal levee, known as the Suzie Canal reach and a portion of the Orange Street reach, which reaches together constitute approximately 7 miles of existing Terrebonne non-Federal levees near the town of Dulac in Terrebonne Parish, Louisiana, using a combination of on-site and hauled-in earthen material, and shall exclude "no-work" zones identified by the Government, including, but not limited to, four (4) gas pipelines intersecting the levee construction alignment, the Bayou Butler drainage siphon, and the D-08 Pump Station, all as generally described in a report entitled "Project Information Report, PL 109-234 Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006, Terrebonne Parish, Louisiana Non-Federal Levee System", prepared by the District Engineer, dated 24 November 2008 and approved by the Division Engineer of the Mississippi Valley Division on 25 November 2008. The term "Project" shall not include any obligation to repair, raise, modify, replace, and improve any other portion of the Terrebonne non-Federal levees nor to provide protection for any portion of the existing Terrebonne non-Federal levees within the no-work zones specified by the Government.

B. The term "total costs of the Project" shall mean the sum of all costs incurred by the Government, in accordance with the terms of this Agreement, directly related to implementation of the Project, including, but not necessarily limited to, the actual costs incurred by the Government for the development and approval of the Project Information Report (PIR) and for the development and negotiation of the Agreement, and any amendments to the PIR or Agreement, and for the planning, engineering, design, and construction of the Project, including supervision, administration, and inspection costs; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XII of this Agreement; and the Government's costs of contract dispute settlements or awards. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the Project; the value of lands, easements, rights-of-way, relocations, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are required for construction, operation, and maintenance of the Project; any costs for the correction of deferred or deficient maintenance; any increased costs of betterments under Article II.G. of this Agreement; or the Public Sponsors' costs of negotiating this Agreement.

C. The term "betterment" shall mean the design and construction of a Project feature accomplished on behalf of, or at the request of, the Public Sponsors, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Project.

D. The term "Authorized Federal Participation Limit" shall mean the statutory limitation on the Government's financial participation in the planning, design, and

construction of the repairs, replacements, modifications and improvements of non-Federal levees and associated protection measures in Terrebonne Parish, Louisiana, as specified in the 4th Supplemental. As of the effective date of this Agreement, such limitation is \$30,024,000.

E. The term “relocation” shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, 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 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.

F. The term “period of construction” shall mean the time from the date the Government issues the solicitation for the first contract for the Project to the date that the construction of the Project is complete as determined by the District Engineer, or the date that construction under this Agreement is terminated in accordance with Article II.B., Article XI, or Article XII of this Agreement.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSORS

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor in the event that the Public Sponsors requests and the Government approves construction of a betterment in accordance with paragraph G. of this Article, shall expeditiously implement the Project, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the District Engineer. The Public Sponsors shall be afforded an informational copy of solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the Project in accordance with the National Environmental Policy Act of 1969 (hereinafter “NEPA”) (42 U.S.C. 4321–4370e). However, the Government shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using the Government’s own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

B. Notwithstanding any other provision of this Agreement, Federal financial participation in the Project is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$30,024,000 is currently projected to be available for the Project. The Government makes no commitment to provide additional Federal funds for the Project. Further, the Government's financial participation in the Project is limited to the Federal funds that the Government makes available to the Project.

2. If the Government projects that the Federal funds the Government will make available to the Project within the Authorized Federal Participation Limit will not be sufficient to meet the total costs of the Project, the Government shall notify the Public Sponsors 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 Project will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the Project within the Authorized Federal Participation Limit, the parties shall conclude their activities related to implementation of the Project.

3. If, at the end of the period of construction, the total costs of the Project, as defined in Article I.A of this Agreement, are less than the "Authorized Federal Participation Limit", as defined in Article I.D of this Agreement, the Government, in consultation with the Public Sponsors, may amend this Agreement to implement in the Government's discretion, repairs, replacements, modifications and improvements to additional portions of the non-Federal levees and associated protection measures in Terrebonne Parish, Louisiana at a cost not to exceed the Authorized Federal Participation Limit; provided however, that the decision to implement such additional work shall be exclusively within the control of the District Engineer.

C. As further specified in Article III, the Public Sponsors shall provide, at no cost to the Government, all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations (hereafter referred to as "LERRD") determined by the Government to be necessary for construction of the Project and any betterments thereto, free and clear of any title defect, third party interest, encroachment, lien, or encumbrance.

1. The schedule for initiation and completion of construction for the Project is dependent, among other things, upon the availability of a borrow site that has been determined to be in full compliance with all Federal and State laws and regulations and that has a sufficient quantity of borrow materials determined to be a quality suitable for construction of the Project by the Government in accordance with its standards. Therefore, the LERRD provided by the Public Sponsors to the Government shall include, among others, the right of the Government to the exclusive use of the borrow site acquired and developed by TLCD for the TLCD construction of Segment 1 of Reach J of the Mississippi River and Tributaries, Morganza, Louisiana to the Gulf of Mexico Hurricane Protection Project, said borrow site being commonly referred to as the "J-1 Borrow Site" in the following manner. Upon request by the Government, the Public Sponsors shall provide an exclusive right of entry to the Government to a tract or tracts of land within the J-1 Borrow site, totaling not more than sixty acres, as designated and determined to be necessary by the Government for the construction of the Project. Said

tracts of land shall contain sufficient quantities of borrow material deemed suitable for levee construction by the standards of the Corps of Engineers. When right of entry is provided by the Public Sponsors to the designated 60-acre tract within the J-1 Borrow Site, the Government shall cause the perimeter of the 60-acre tract to be flagged or marked based upon the coordinates provided within the Government's right of entry request and shall afford the Public Sponsors an opportunity to review and concur in the perimeter as marked by the Government or its contractors.

a. The Public Sponsors shall provide the Government with a non-exclusive right of entry to the access roads leading from the public road into and across the J-1 Borrow site, which right of entry may, from time to time, be concurrent with the use of such access roads by the Public Sponsors and their contractors; provided however, that the use of such access roads by the Public Sponsors and their contractors shall not unreasonably interfere with the ability of the Government to maintain its anticipated schedule for completion of construction of the Project.

b. On or before the end of the period of construction, the Government shall restore access roadways within the J-1 Borrow site to the condition existing on such roadways on the date of the Public Sponsors' right of entry to the Government for the J-1 Borrow site; site drainage in existence upon provision of right-of-entry by Public Sponsors to the J-1 Borrow site shall be restored by Government to the extent damaged by Government or its contractors; and any areas in the J-1 Borrow site that are used by the Government or its contractors solely for staging of materials or equipment or for vehicular traffic will be graded to the condition existing within the area upon the date of the Public Sponsors' right of entry to the Government, but only to the extent necessary to prevent increased ponding of rainfall due to a condition caused by the construction activities of the Government or its contractors.

c. Prior to the date of award of the initial construction contract for the Project, the Government, in coordination with the Public Sponsors, shall develop an excavation plan which shall identify excavations zones within the Government's designated borrow area within the J-1 Borrow site, as well as certain criteria and sequencing requirements for the excavation of these zones during the period of construction for the Project; provided however, that the approval of the final excavation plan shall lie within the sole discretion of the District Engineer.

d. In the event that the Government determines that portions of the J-1 Borrow site will not be necessary to complete construction of the Project in accordance with the Government schedule for Project construction completion, the Government may elect, in its sole discretion, to release its right of entry to that portion of the J-1 Borrow site provided that the Government determines that such a release is in the best interest of

the Government. At the end of the period of construction, as defined by Article I.F. of this Agreement, the Government will release its right of entry to the J-1 Borrow site.

2. The Public Sponsors shall provide the Government with right of entry to private and public roads, highways, and other access routes deemed necessary by the Government for the construction of the Project and shall provide the Government or its contractors with applicable permits to utilize any parish, city, town, or other local roads, highways and other access routes, including bridges, in a manner that is consistent with the limitations established by the State of Louisiana laws, regulations, policies, or restrictions regarding the use of State roads, highways and bridges. This provision shall not extend to off-road vehicles and equipment such as cranes, bulldozers and other similar vehicles and equipment.

3. The Public Sponsors shall bear all cost, risk and expense for the repair, restoration or replacement of any roads, highways or other access routes, including bridges that are damaged by the Government or its contractors during the construction of the Project. . This provision shall not extend to damages incurred by the unauthorized use of off-road vehicles and equipment such as cranes, bulldozers and other similar vehicles and equipment upon such roads, highways, access routes or bridges.

D. The Government shall not be responsible to perform flood-fighting responsibilities at any time during and after the construction of the Project in those areas designated by the Government as "no-work" areas and in any other areas designated by the Government that are below the level of design protection provided by the Government for the Project, including, but not limited to areas associated with existing pipelines, culverts, pump stations, drainage systems, other infrastructure, transition points and points where the Project, as constructed by the Government, will tie in to the existing Terrebonne non-Federal levees or infrastructure. The Government shall not bear any cost, risk, responsibility or liability to plan, design, engineer, construct repairs, replacements, improvements, or modifications of the Terrebonne non-Federal levees in the designated "no-work" areas.

E. The Public Sponsors shall not use Federal funds to meet their obligations for the Project under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

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

G. 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.

H. To provide for consistent and effective communications, the Government and Public Sponsors shall meet regularly until the end of the period of construction. The Government shall consider in good faith all comments and recommendations from the Public Sponsors regarding implementation of the Project. However, the Government, having the legal authority and responsibility for design and construction of the Project, has the discretion to accept or reject, in whole or in part, such comments and recommendations.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsors with a description of the anticipated real estate requirements and relocations for the Project. Thereafter, the Public Sponsors shall timely furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction of the Project in the manner below set forth in sections 1 through 3 of this paragraph. 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 solicitation of that construction contract.

1. The Public Sponsors shall provide right of entry to all LERRD that it owns, claims, or controls (hereinafter "Public Sponsor LERRD") in a manner that is free and clear of any liens, defects of titles, or encumbrances, including the release or subordination to the Rehabilitation Effort of any third party interests, as determined by the Government to be necessary for the construction of the Project;

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

3. The Public Sponsors shall provide right of entry to all other LERRD not owned, claimed, or controlled by the Public Sponsors or other non-Federal governmental entities (hereinafter "Private LERRD") by utilizing any and all acquisition methods available to the Public Sponsors under Federal, State or local law, including but not limited to, voluntary acquisition, donation, expropriation, appropriation, executive commandeering order or orders from the Parish President, by operation of State or local law or regulation, or by any other involuntary method of acquisition available under any applicable Federal, State,

or local law, including, but not limited to La. Civil Code Article 665; La. R.S. 19:1 et seq; La. R.S. 19:14; La. R.S. 19:271; La. R.S. 29:721, et seq; La. R.S. 38:225; La. R.S. 38:301; and La. R.S. 38:351.

B. The Public Sponsors shall identify and provide just compensation to the owners of compensable interests in all LERRD required by the Government for the construction of the Project.

C. The Public Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies 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, (collectively referenced herein as URA) in acquiring lands, easements, and rights-of-way, and performing relocations for construction, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act. The Government and Public Sponsors understand and agree that procedures established under the laws of the State of Louisiana (for the Public Sponsors' actions to commandeer or appropriate the interests necessary to provide right of entry for construction of the Project to the Government) dictate that the Public Sponsors' compliance with URA shall take place after the date of the Public Sponsors' executive action to commandeer or appropriate lands, easements, relocations, and rights-of-way. The Public Sponsors' URA compliance shall take place concurrently with the Public Sponsors' negotiation and payment of just compensation for the commandeered or appropriated interests.

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 for betterments under Article II.G. of the Agreement. The Public Sponsors' share of total costs of the Public Sponsors' obligations under Article II.G. of the Agreement is currently estimated to be \$0.00.

B. The total costs of the Project are currently estimated to be \$30,024,000. 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 to be construed as the total financial responsibilities of the Government and the Public Sponsors.

C. In the event that the Public Sponsors request, and the Government approves, construction of a betterment in accordance with Article II.G of this Agreement, the Public Sponsors required cash contribution for their obligation to pay the increase in cost represented by the betterment 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 Public Sponsors' estimated cash contribution requirement for the

increased cost of the betterment. 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, New Orleans (B2)" to the District Engineer. 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 the Public Sponsors' obligation for the increased cost of the betterment as they are incurred. In the event that betterment costs 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.

D. During the period of construction, the Government will provide periodic financial reports on the status of the total cost of the betterments and the status of contributions made by the Public Sponsors. Upon completion of the Project and resolution of all relevant contract claims and appeals, the Government shall compute the cost of the betterment costs and tender to the Public Sponsors a final accounting of the Public Sponsors' share of such costs.

1. In the event the total contribution by the Public Sponsors is less than the Public Sponsors' required share of total costs for the betterment, 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 betterment costs.

2. In the event total contribution by the Public Sponsors for the betterments pursuant to its obligation under Article II.G. of this Agreement is more than the total cost of the betterment, 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; however, the Public Sponsors shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsors for excess contributions provided for the betterment, the Government shall seek such appropriations as are necessary to repay the Public Sponsors for excess contributions provided.

ARTICLE V - CREDITING FOR LERRD OR IN-KIND SERVICES

The Public Sponsors shall not be entitled to receive a credit or reimbursement for any LERRD, or in-kind services provided by the Public Sponsors under the terms of this Agreement.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the District Engineer has determined that construction of the Project is complete and provided the Public Sponsors with written notice of such determination, the

Public Sponsors shall operate and maintain the Project, at no cost to the Government. The Government's responsibility for the Project shall be limited to its obligations, as set forth in this Agreement for the planning, design, engineering and construction of the Project, as limited by the Authorized Federal Participation Limit for the Project. In accordance with the limitation of Government responsibility for the construction of the Project, the Government shall not prepare or provide a Manual for the Operation, Maintenance, Repair, Replacement, and Rehabilitation of the Project.

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 or control for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing the Project. If an inspection shows the Public Sponsors for any reason is failing to fulfill the Public Sponsors' obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsors. If, after 20 calendar days from receipt of such notice, the Public Sponsors continue 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 or control for access to the Project for the purposes of completing the construction of the Project. 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 Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement

C. Each of the Public Sponsors hereby gives to the other Public Sponsors a right to enter, at reasonable times and in a reasonable manner, upon property that each Public Sponsor now or hereafter owns or controls for access to the Project for the purposes of the planning, design, engineering and construction of the Project.

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 this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

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 Public Sponsors warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Agreement without liability, or, in the Government's discretion, to add to the Agreement 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 Public Sponsors fail to carry out its obligations under this Agreement related to the construction of the Project, the District Engineer shall terminate or suspend work on the Project, unless the District Engineer determines that continuation of work on the 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 this Project.

B. In the event the Government projects that the amount of Federal funds the Government will make available to the Project through the then-current fiscal year, or the amount of Federal funds the Government will make available for the Project through the upcoming fiscal year, is not sufficient, the Government shall notify the Public Sponsors 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 Project will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the Project, future performance under this Agreement shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Public Sponsors in writing that sufficient Federal funds are available to continue construction of the Project, or the Government elects to terminate further construction under this Agreement.

C. In the event that the Government and the Public Sponsors determine to suspend future performance under this Agreement in accordance with Article XII.C. of this Agreement, such suspension shall remain in effect until the Government and the Public Sponsors agree to proceed or to terminate construction under this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XII.C. of this Agreement due to failure to reach agreement with the Public Sponsors on whether to proceed or to terminate construction under this Agreement, or the failure of the Public Sponsors to provide funds to pay for cleanup and response costs or to otherwise discharge responsibilities under Article XII.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Public Sponsors reach agreement on how to proceed or to terminate construction under this Agreement; 2) the Public Sponsors provide funds necessary to pay for cleanup and response costs and otherwise discharge their responsibilities under Article XII.C. of this Agreement; 3) the Government continues work on the Project; or 4) the Government

terminates construction under this Agreement in accordance with the provisions of Article XII.C. of this Agreement.

D. In the event that construction under this Agreement is terminated pursuant to this Article, Article II.B., or Article XII.C. of this Agreement, the parties shall conclude their activities relating to further construction of the Project. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the Project as a contingency to pay costs of termination, including any costs of resolution of contract claims, and contract modifications.

E. Any termination of construction under this Agreement or suspension of future performance under this Agreement in accordance with this Article, Article II.B., or Article XII.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, 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 any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Sections 9601-9675, on lands necessary to the Project construction. All actual costs incurred by the Government that are properly allocable to performance of any such investigations for hazardous substances shall be included in total costs of the Project.

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 Project contain any hazardous substances regulated under CERCLA, the Public Sponsors and the Government shall provide prompt notice to each other, and the Public Sponsors 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 Project, or, if already in construction, to continue with construction of the Project, or to terminate construction of the 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 Project. Should the Government and the Public Sponsors determine to proceed or continue with the construction after considering any 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 costs of the Project as defined in this Agreement. 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 Project or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsors and 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 Public Sponsors, the Public Sponsors shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsors shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII -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 Public Sponsors:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

Parish President
Terrebonne Parish Consolidated Government
8026 Main Street
Houma, Louisiana 70360

TERREBONNE LEVEE AND CONSERVATION DISTRICT:

Executive Director
Terrebonne Levee and Conservation District
220-A Clendenning Road
Houma, Louisiana 70363

If to the Government:

Deputy District Engineer
U. S. Army Engineer District, New Orleans
7400 Leake Avenue
New Orleans, Louisiana 70118

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 XIV –RESPONSIBILITY OF THE PUBLIC SPONSORS

The obligations and responsibilities of the TPCG and TLCD shall be such that each of the aforesaid entities shall be liable for the whole performance of the obligations and responsibilities of the Public Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Public Sponsors.

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

THE DEPARTMENT OF THE ARMY

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: Alvin B. Lee
Alvin B. Lee
Colonel, Corps of Engineers
District Commander

BY: Michel Claudet
Michel Claudet
President

DATE: Dec 15, 2008

DATE: Dec 15, 2008

TERREBONNE LEVEE AND
CONSERVATION DISTRICT

BY: Windell A. Curole
Windell Curole
Executive Director

DATE: Dec. 15, 2008

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.

DATED this 15th day of December, 20 08.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:



Michel Claudet
President

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.

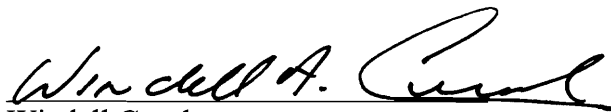
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this 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.

DATED this 15th day of December, 2008.

TERREBONNE LEVEE AND CONSERVATION DISTRICT



Windell Curole
Executive Director

CERTIFICATE OF AUTHORITY

I, Courtney Alcock, do hereby certify that I am the principal legal officer of the Terrebonne Parish Consolidated Government, that the Terrebonne Parish Consolidated Government is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Terrebonne Parish Consolidated Government in connection with the Terrebonne Parish Non-Federal Levees Project and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the persons who have executed this Agreement on behalf of the Terrebonne Parish Consolidated Government have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
15 day of December 2008

Terrebonne Parish Consolidated Government:

BY: Courtney Alcock
Courtney Alcock

Title in Full: Terrebonne Parish Attorney

CERTIFICATE OF AUTHORITY

I, James Dagate, do hereby certify that I am the principal legal officer of the Terrebonne Levee and Conservation District, that the Terrebonne Levee and Conservation District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Terrebonne Levee and Conservation District in connection with the Terrebonne Parish Non-Federal Levees Project and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the persons who have executed this Agreement on behalf of the Terrebonne Levee and Conservation District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
15 day of December 2011.

Terrebonne Levee and Conservation District

BY: 

James Dagate

Title in Full: attorney