

**SUPPLEMENTAL AGREEMENT NO. 1-A
COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND THE BOARD OF COMMISSIONERS OF THE
ORLEANS LEVEE DISTRICT,
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS,
AND THE CITY OF NEW ORLEANS
FOR REHABILITATION OF A FEDERAL HURRICANE/SHORE
PROTECTION PROJECT**

THIS SUPPLEMENTAL AGREEMENT NO. 1-A, (hereinafter referred to as the "Supplemental No. 1-A") is entered into by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Commander, New Orleans District, U. S. Army Corps of Engineers (or his designee), and the BOARD OF COMMISSIONERS OF THE ORLEANS LEVEE DISTRICT (hereinafter referred to in the singular person as "OLD"), represented by the Acting-President of the Board of Commissioners of the Orleans Levee District and THE SEWERAGE AND WATER BOARD OF NEW ORLEANS (hereinafter referred to in the singular person as "S&WB"), represented by the President of the Sewerage and Water Board of New Orleans, the latter two public bodies hereinafter collectively referred to as the "Public Sponsors", together with THE CITY OF NEW ORLEANS, (hereinafter sometimes referred to as the "Commandeering Authority") represented by the Mayor of the City of New Orleans.

WITNESSETH THAT:

WHEREAS, the Government constructed a Hurricane/Shore Protection Project for the Lake Pontchartrain, Louisiana and Vicinity, Louisiana, Project, (hereinafter referred to as "HSPP"), including features along New Orleans East and Orleans East Bank, authorized by the Flood Control Act of 1965, Public Law 298 of the 89th Congress, approved October 27, 1965, as amended, and governed by the following Agreements of Local Assurance, all of which remain in full effect: "Act of Assurance" for the Lake Pontchartrain and Vicinity, Louisiana, Project, Barrier Plan, signed by the President of the Board of Commissioners of the Orleans Levee District on July 28, 1966 and approved on September 30, 1966; "Act of Assurance" wherein the Local Sponsor agreed to pay its pro rata portion of the cost of construction of the Lake Pontchartrain and Vicinity, Louisiana, Project, Barrier Plan within Orleans Parish, signed by the President of the Board of Commissioners of the Orleans Levee District on September 16, 1971 and approved on March 29, 1974; "Supplemental Assurance" wherein the Local Sponsor agreed to comply with Public Law 91-646 in fulfilling its obligations for the Lake Pontchartrain and Vicinity, Louisiana project, signed by the President of the Board of Commissioners of the Orleans Levee District on September 21, 1973 and approved on

April 2, 1974; "Agreement between the United States and the Board of Commissioners of the Orleans Levee District" in which the parties acknowledge that the Public Sponsor could make deferred payments pursuant to the Water Resources Development Act of 1974 (WRDA 74), signed by the President of the Board of Commissioners of the Orleans Levee District on March 30, 1976, signed by the Corps of Engineers on February 15, 1977 and approved on December 7, 1977; "Interim Agreement" wherein the Public Sponsor agreed to comply with all the required conditions and provisions of local cooperation in the previous Assurances for the High Level Plan, rather than the Barrier Plan, signed by the President of the Board of Commissioners of the Orleans Levee District on February 21, 1985 and approved on March 7, 1985; "Supplemental Agreement" wherein the Public Sponsor agreed to comply with all the required conditions and provisions of local cooperation in the previous Assurances for the High Level Plan, rather than the Barrier Plan, signed by the President of the Board of Commissioners of the Orleans Levee District on May 29, 1985 and approved on June 21, 1985; "Supplemental Agreement between the United States of America, the Orleans Levee District, and the Sewerage and Water Board of New Orleans," signed by all three parties on February 18, 1997, in which the Sewerage and Water Board of New Orleans agreed to provide all lands, easements, and rights-of-way and to operate and maintain "fronting protection" to pumping stations located in the Orleans Avenue Canal, the London Avenue Canal, and the New Basin Canal and Orleans Levee District agreed to continue all of obligations for the project; and "Supplemental Agreement between the United States of America, the Orleans Levee District, the East Jefferson Levee District and the Sewerage and Water Board of New Orleans," signed by all four parties on February 18, 1997, in which the Sewerage and Water Board of New Orleans agreed to provide all lands, easements, and rights-of-way and to operate and maintain "fronting protection" to Pumping Station No. 6 located in the 17th Street Canal, and Orleans Levee District and East Jefferson Levee District agreed to continue their respective obligations for the project;

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

WHEREAS, pursuant to Pub. L. 109-148, Department of Defense, Emergency Supplemental Appropriations to Address Hurricanes in the Gulf of Mexico and Pandemic Influenza Act, 2006 the Government is authorized and funded to restore the flood damage reduction and hurricane and storm damage reduction projects, and related works, to provide the level of protection for which they were designed.

WHEREAS, on October 21, 2005 the Government and the Orleans Levee District entered into a Cooperation Agreement (hereinafter the "Original Cooperation Agreement") for the rehabilitation of a portion of the HSPP;

WHEREAS, on January 27, 2006 the Government, the Board Of Commissioners Of The Orleans Levee District, The Sewerage And Water Board Of New Orleans, and The City Of New Orleans entered into a Supplemental Agreement No. 1 to the Original Cooperation Agreement (hereinafter the “Supplemental No. 1”) for the rehabilitation of a portion of the HSPP;

WHEREAS, the Original Cooperation Agreement, as supplemented by the Supplemental No. 1, shall remain in full force and effect and as supplemented and amended herein.

WHEREAS, part of the Rehabilitation Efforts require that interim gated closure structures, integrated pumping capacity, temporary sheet pile closures, and temporary portable pumping capacity be constructed to allow for permanent repairs to the HSPP, and includes effecting certain bank stabilization measures of the outfall canals to allow for safe operating stages, and repairs to the floodwalls and levees of the Inner Harbor Navigational Canal all as generally described in the Project Information Report Revision No.1 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated January 20, 2006 and approved by the Deputy Division Commander on January 22, 2006; also as generally described in the Project Information Report revision No. 2 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated May 17, 2006 and approved by the Deputy Division Commander on May 19, 2006; as generally described in the Project Information Report revision No. 3 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated July 7, 2006 and approved by the Deputy Division Commander on July 7, 2006; and also as generally described in the Project Information Report revision No. 4 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated November 2, 2006 and approved by the Deputy Division Commander on November 6, 2006.

WHEREAS, OLD, S&WB, and City of New Orleans hereby represent that they have the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and are willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Supplemental No. 1-A.

WHEREAS, the SEWERAGE and WATER BOARD is the entity that has the jurisdictional mission of interior water drainage for that portion of the Greater New Orleans Metropolitan Area situated on the East Bank of the Parish of Orleans, including the operation and maintenance of canal bottoms and interior pumping stations on property under the control of or within the geographical jurisdiction of the Parish of Orleans.

WHEREAS, the Government, OLD, S&WB, and the City of New Orleans have the full authority and capability to perform as hereinafter set forth and intend to cooperate

in the construction and OMRR&R of the Project in accordance with the terms of this Amendment.

NOW THEREFORE, the Government, OLD, S&WB, and the City of New Orleans agree as follows:

I. Article I. A., as set forth in Supplemental No. 1, is hereby amended and supplemented to read as follows:

“A. The term “Rehabilitation Effort”, as described in the Original Cooperation Agreement, is amended to include additional items of work, including, but not limited to, the construction of interim gated closure structures, integrated pumping capacity, temporary sheet pile closures, and temporary portable pumping capacity near the confluence of Lake Pontchartrain with the London Outfall Canal and the Orleans Avenue Outfall Canal and includes effecting certain bank stabilization measures (including, but not limited to the possible placement of stability berms, relief wells, slurry trench, and/or sheet pile cutoffs) along portions of the outfall canals to allow for safe operating stages of drainage waters through the outfall canals, the repair and rehabilitation of damaged areas, the replacement of particular features of the Inner Harbor Navigational Canal floodwalls, all in accordance with project authority therefore, as generally described in the following four reports: 1) “Project Information Report (PIR), PL 84-99, Rehabilitation of Damaged Hurricane/Shore Protection Project, Lake Pontchartrain, La And Vicinity Hurricane Protection Project, Orleans Parish, La, Orleans East Bank,” prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated October 18, 2005 and approved by the Deputy Division Commander on October 19, 2005; 2) Revision No. 1 to that PIR prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated January 20, 2006 and approved by the Deputy Division Commander on January 22, 2006; 3) Revision No. 2 to that PIR by the District Commander, U. S. Army Engineer District, New Orleans, dated May 17, 2006 and approved by the Deputy Division Commander on May 19, 2006; 4) Revision No. 3 to that PIR by the District Commander, U. S. Army Engineer District, New Orleans, dated July 7, 2006 and approved by the Deputy Division Commander on July 7, 2006; and 5) Revision No. 4 of the PIR by the District Commander, U. S. Army Engineer District, New Orleans, dated November 3, 2006 and approved by the Deputy Division Commander on November 6, 2006. The Government will utilize the interim canal closure and associated pumping capacity as necessary complementary features for the permanent repair and rehabilitation of the HSPP, until such time as the Government determines, in its sole discretion, that the permanent repair and rehabilitation of the HSPP is complete and will remove these features after the completion of permanent repair and rehabilitation of the hurricane protection system. It is understood and agreed that these PIRs are subject to change by the Government in consultation with the Public Sponsors and the City of New Orleans.

II. Article II. B., as set forth in Supplemental No. 1, is hereby amended and supplemented to read as follows:

“B. As further specified in Article III, the Public Sponsors and City of New Orleans 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 Rehabilitation Effort, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material. Also, as specified in Article III, the City of New Orleans shall provide rights of entry to privately owned lands, easements, and rights-of-way by securing or causing to be secured, an executive commandeering order in accordance with La. R.S. 29:721, et seq., from the local parish or State. Finally, as further specified in Article III, the Government, subject to the availability of appropriations, shall 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 and perform all relocations on behalf of the Public Sponsors and City of New Orleans.”

III. Article II. G., as set forth in Supplemental No. 1, is hereby amended and supplemented to read as follows:

“G. Notwithstanding the provisions of this Supplemental No. 1, OLD shall, without costs to the Government, maintain and operate levees, floodgates, floodwalls, and stoplog structures in relation to the HSPP and to the Rehabilitation Efforts described herein; provided however, that the Government, subject to the availability of appropriations, shall utilize the interim canal closures, together with the integrated temporary pumps, that are located near the confluence of Lake Pontchartrain with the London Avenue and Orleans Avenue Canals, respectively, as necessary complementary features for the construction of the permanent repair and rehabilitation of the HSPP, until such time as the Government determines, in its sole discretion, that the permanent repair and rehabilitation of the HSPP is complete. When the Government determines, in its sole discretion, that the permanent Rehabilitation Effort is completed, the Government will remove the interim canal closures and the integrated temporary pumps. Additionally, the Government, subject to the availability of appropriations, shall utilize the temporary sheet pile closures and portable pumps that are located near the confluence of Lake Pontchartrain with the London Avenue and Orleans Avenue Canals, respectively, as necessary complementary features for the construction of the permanent repair and rehabilitation of the HSPP, until such time as the Government determines, in its sole discretion, construction and installation of the respective interim canal closure is complete. When the Government determines, in its sole discretion, that the construction and installation of the respective interim canal closure is complete, the Government will remove the temporary sheet pile closure.

IV. Article II. as set forth in Supplemental No. 1, is hereby amended and supplemented by adding Article II. H., to read as follows:

“H. In keeping with Article II. F. the Public Sponsors and City of New Orleans shall prevent future encroachments on the Rehabilitation Effort (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 Rehabilitation Effort’s proper function.”

V. Article II., as set forth in Supplemental No. 1, is hereby amended and supplemented to add Paragraph II. I. to read as follows:

“I. The Sewerage and Water Board shall provide, at no cost to the Government, all interior drainage and pumping plants required for reclamation and development of the protected areas and shall operate and maintain approach channels, drainage structures, drainage ditches or canals under the control of or within the geographical jurisdiction of the Parish of Orleans.”

VI. Article III, as set forth in the Supplemental No. 1, is hereby amended and supplemented to read as follows:

“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 Rehabilitation Effort, including those required for relocations, the borrowing of material and the disposal of dredged or excavated material and shall provide the Public Sponsors and City of New Orleans with the general written descriptions, including maps as appropriate, of the lands, easements and rights-of-way and the relocations required for the Rehabilitation Effort.

B. Prior to the issuance of the solicitation for each Government contract for construction of the Rehabilitation Effort, the Public Sponsors or City of New Orleans shall provide an authorization for entry on all lands, easements and rights-of-way that are owned, claimed or controlled by the Public Sponsors or City of New Orleans as necessary for the construction, operation and maintenance of the project. In addition, the Public Sponsors and City of New Orleans 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 Rehabilitation Effort on lands, easements, and rights of way that are not owned, claimed or controlled by the Public Sponsors, City of New Orleans or other non-federal governmental entities the City of New Orleans shall secure or cause to be secured, an executive commandeering order in accordance with La. R.S. 29:721, et seq. The Public Sponsors and City of New Orleans shall provide a right of entry for construction to the Government.

D. Except as modified by paragraph B of this Article, the Government shall, on behalf of the Public Sponsors, acquire all lands, easements and rights of way required for the construction, operation and maintenance of the Rehabilitation Effort, on which a right of entry for construction was provided to the Government by the Public Sponsors or City of New Orleans, in accordance with Article III.C. In the event that the Public Sponsors or City of New Orleans cannot terminate or subordinate, or cause the termination or subordination of, third party private interests on lands, easements, and rights-of-way that are owned, claimed or controlled by the Public Sponsors, City of New Orleans or other non-federal governmental entities that are required for the Rehabilitation Effort, after having exhausted all available remedies in contract, law, and/or regulation, but excluding expropriation, the Government shall acquire such interests.

E. The Government shall acquire lands, easements and rights-of-way in the name of the Public Sponsors or, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Public Sponsors by quitclaim deed or deeds. The Public Sponsors shall accept delivery of such deed or deeds.

F. 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 Government shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

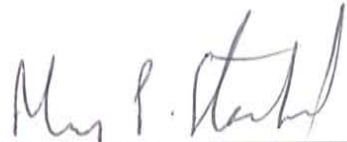
G. The Public Sponsors shall ensure that lands, easements, and rights-of-way acquired by the Government on behalf of the Public Sponsors for the Rehabilitation Effort, as well as those lands, easements and rights-of-way that the Public Sponsors and City of New Orleans provided through an authorization for entry or right of entry, are retained in public ownership for uses compatible with the authorized purposes of the Rehabilitation Effort.”

VII. Rehabilitation Effort costs, as set forth in Article IV. A. of Supplement No. 1, now revised to include the additional work under Project Information Report Revision No. 2 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated May 17, 2006 and approved by the Deputy Division Commander on May 19, 2006, Project Information Report Revision No. 3 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated July 7, 2006, 2006 and approved by the Deputy Division Commander on July 7, 2006, 2006, and Project Information Report Revision No. 4 for Orleans East Bank prepared by the District Commander, U. S. Army Engineer District, New Orleans, dated November 3, 2006 and approved by the Deputy Division Commander on November 6, 2006 are currently estimated to be [REDACTED]

VIII. All other terms and conditions of the said Original Agreement, as supplemented and modified by Supplement No. 1, not specifically supplemented, amended, or modified herein do hereby expressly remain valid, enforceable, and unchanged.

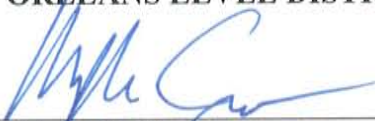
IN WITNESS WHEREOF, the parties hereto have executed this Supplemental No. 1-A which may be executed in counterparts and having full force and effect as a whole, and which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

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

Date: 12/29/06

BOARD OF COMMISSIONERS OF THE ORLEANS LEVEE DISTRICT

BY: 
Michael P. McCrossen
President, Board of
Commissioners of the Orleans Levee
District

Date: 12/28/06

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
C. Ray Nagin
President

Date: _____

CITY OF NEW ORLEANS

BY: _____
C. Ray Nagin
Mayor

Date: _____

VIII. All other terms and conditions of the said Original Agreement, as supplemented and modified by Supplement No. 1, not specifically supplemented, amended, or modified herein do hereby expressly remain valid, enforceable, and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental No. 1-A 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.

**THE DEPARTMENT OF THE ARMY BOARD OF COMMISSIONERS OF
THE ORLEANS LEVEE DISTRICT**

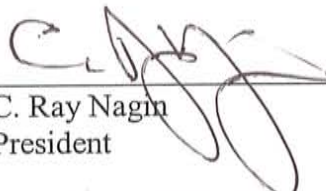
BY: _____
Richard P. Wagenaar
Colonel, Corps of Engineers
District Engineer

BY: _____
Michael P. McCrossen
President, Board of
Commissioners of the Orleans Levee
District

Date: _____

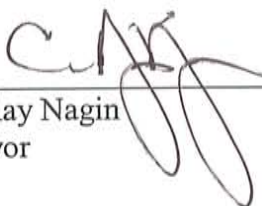
Date: _____

**SEWERAGE AND WATER BOARD
OF NEW ORLEANS**

BY:  _____
C. Ray Nagin
President

Date: 12-29-04

CITY OF NEW ORLEANS

BY:  _____
C. Ray Nagin
Mayor

Date: 12-29-04

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.

Michael P. McCrossen
President, Board of Commissioners
of the Orleans Levee District

DATE: 12/28/06

CERTIFICATE OF AUTHORITY

I, GERARD G. METZGER, do hereby certify that I am an attorney for the Orleans Levee Board, that the Board of Commissioners of the Orleans Levee District is a legally constituted public body with full authority and legal capability to perform the terms of the Supplemental No. 1-A Cooperation Agreement between the United States of America and the Board of Commissioners of the Orleans Levee District, the City of New Orleans, and the Sewerage and Water Board of New Orleans in connection with the Lake Pontchartrain, Louisiana and Vicinity, Hurricane Protection Project Rehabilitation Effort, and to my best information and belief able to pay damages in accordance with the terms of this Supplemental No. 1-A, 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 Supplemental No. 1-A on behalf of the Orleans Levee District has acted within his or her authority.

28th IN WITNESS WHEREOF, I have made and executed this certification this day of December 2006.


GERARD G. METZGER
Attorney for the Board of Commissioners
of the Orleans Levee District

CERTIFICATION REGARDING LOBBYING

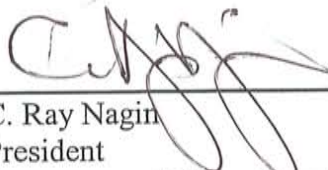
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



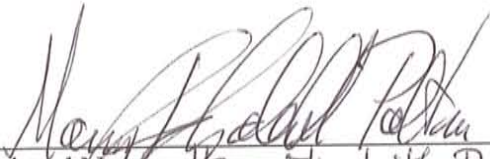
C. Ray Nagin
President
Sewerage and Water Board of New Orleans

DATE: 12-29-04

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am an attorney for the Sewerage and Water Board of New Orleans, that the Sewerage and Water Board of New Orleans is a legally constituted public body with full authority and legal capability to perform the terms of the Supplemental No. 1-A Cooperation Agreement between the United States of America and the Orleans Levee District, the City of New Orleans, and the Sewerage and Water Board of New Orleans in connection with the Lake Pontchartrain, Louisiana and Vicinity, Hurricane Protection Project Rehabilitation Effort, and to my best information and belief able to pay damages in accordance with the terms of this Supplemental No. 1-A, 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 Supplemental No. 1-A on behalf of the Sewerage and Water Board of New Orleans has acted within his or her authority.

29th IN WITNESS WHEREOF, I have made and executed this certification this day of December 2006.


Printed Name: Mary-Elizabeth PALTRON
Attorney for the Sewerage and Water Board of New Orleans

CERTIFICATION REGARDING LOBBYING

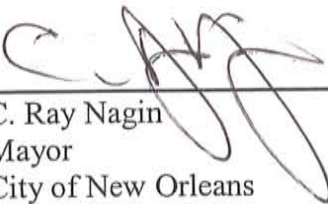
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



C. Ray Nagin
Mayor
City of New Orleans

DATE: 12-29-06

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am an attorney for the City of New Orleans, that the City of New Orleans is a legally constituted public body with full authority and legal capability to perform its obligations under the terms of the Supplemental No. 1-A Cooperation Agreement between the United States of America and the Orleans Levee District, the City of New Orleans, and the Sewerage and Water Board of New Orleans in connection with the Lake Pontchartrain, Louisiana and Vicinity, Hurricane Protection Project Rehabilitation Effort, and to my best information and belief able to pay damages in accordance with the terms of this Supplemental No. 1-A, 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 Supplemental No. 1-A on behalf of the City of New Orleans has acted within his or her authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of December 2006.



Printed Name: Arlinda Westbrook
Attorney for the City of New Orleans