

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
ORLEANS LEVEE DISTRICT  
FOR  
REHABILITATION OF A FEDERAL HURRICANE/SHORE PROTECTION  
PROJECT**

**THIS AGREEMENT**, entered into by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, New Orleans District, U. S. Army Corps of Engineers, and the ORLEANS LEVEE DISTRICT (hereinafter referred to as the "Public Sponsor"), represented by the Vice-President of the Board of Commissioners of the Orleans Levee District.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a Hurricane/Shore Protection Project (hereinafter referred to as the HSPP) for the Lake Pontchartrain, Louisiana and Vicinity, Louisiana, Project, including features along New Orleans East and Orleans East Bank, authorized by the Flood Control Act of 1965, Public Law 298 of the 89<sup>th</sup> 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 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**, via written correspondence, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Agreement.

**NOW THEREFORE**, the Government and the Public Sponsor agree as follows:

#### ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the repair and rehabilitation of damaged areas and the replacement of particular features of the New Orleans East and Orleans East Bank portions of the Lake Pontchartrain and Vicinity Hurricane Protection, Louisiana Project that lies within Orleans Parish, Louisiana, to the authorized level of design protection, including over build, as appropriate, as constructed prior to the 2005 hurricane event, in accordance with project authority therefor, as generally described in the following two reports: "Project Information Report, PL 84-99, Rehabilitation of Damaged Hurricane/Shore Protection Project, Lake Pontchartrain, La And Vicinity Hurricane Protection Project, Orleans Parish, La, New Orleans East," prepared by the District Engineer, U. S. Army Engineer District, New Orleans, dated October 17, 2005 and approved by the Division Engineer on October 19, 2005, and "Project Information Report, 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 Engineer, U. S. Army Engineer District, New Orleans, dated October 18, 2005 and approved by the Division Engineer on October 19, 2005. It is understood and agreed that these Project Information Reports are subject to change by the Government in consultation with the Sponsor.

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

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

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

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

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

1. As further specified in Article III, after receiving the Public Sponsor’s right of entry to the lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas (hereinafter “LERD”), the Government, subject to

the availability of appropriations, shall identify and pay just compensation to the owners of compensable interests in the LERD described in Article III.A.3. of this Agreement. Additionally, the Government, subject to the availability of appropriations, shall acquire interests in those LERD described in Article III.A.2. of this Agreement to which the Public Sponsor was unable to obtain right of entry despite its best efforts.

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

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

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

E. The Public Sponsor may request the Government accomplish betterments. The Public Sponsor 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 Sponsor in accordance with Article IV.

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

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

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

1. The Public Sponsor shall provide right of entry to all LERD that it owns, claims, or controls (hereinafter "Public Sponsor LERD") 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, operation and maintenance of the Rehabilitation Effort;

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

3. The Public Sponsor shall provide right of entry to all other LERD not owned, claimed, or controlled by the Public Sponsor or other non-Federal governmental entities (hereinafter "Private LERD") as follows:

a. The Public Sponsor shall secure or cause to be secured an executive commandeering order or orders from the Mayor of New Orleans, as Chief Executive Officer for the City of New Orleans, or from the chief executive officer of any other non-Federal governmental entity having the power to commandeer Private LERD requires for the Rehabilitation Effort, which said order or orders shall commandeer Private LERD, in accordance with powers set forth in La. R.S. 29:721, et seq., including all privately owned third party interests, as determined by the Government to be necessary for the construction, operation and maintenance of the Rehabilitation Effort;

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

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

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

B. The Government shall perform such relocations as it determines to be necessary for the construction, operation and maintenance of the Rehabilitation Effort. In addition, the Government shall, in the name of the Public Sponsor, identify and provide just compensation to the owners of compensable interests in the Private LERD and shall acquire the requisite interests in the Other Non-Federal Governmental LERD to which the Public Sponsor, despite its best efforts, was unable to obtain free and unencumbered right of entry, all in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as



amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Project and the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

1. The Government shall obtain a deed or servitude agreement, as appropriate, in the name of the Public Sponsor for those interests described in the Commandeering Order or Orders referenced in Paragraph A.3.a. of this Article. In like manner, the Government shall obtain a deed or servitude agreement, as appropriate, in the name of the Public Sponsor, for those interests in the Other Non-Federal Governmental LERD to which the Public Sponsor, despite its best efforts, was unable to obtain a free and unencumbered right of entry.

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

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

#### ARTICLE IV – METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$149,964,790.00. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0.0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated cash contribution required to meet the Public Sponsor's obligation under Article II.E. of this Agreement. Within five

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

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

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's obligations under Article II.E. of the Agreement, the Public Sponsor 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 Sponsor's obligations under Article II.E. of the Agreement.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required obligation under Article II.E., 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 Sponsor. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### ARTICLE V – CREDITING OF IN-KIND SERVICES

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

#### ARTICLE VI – OPERATION AND MAINTENANCE

A. The Public Sponsor maintains responsibility for operating and maintaining the HSPP at all times. After the District Engineer has determined that construction of the

Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto and other applicable authorities.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor's 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.

#### ARTICLE VII – FEDERAL AND STATE LAWS

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

#### ARTICLE VIII – RELATIONSHIP OF PARTIES

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

#### ARTICLE IX – OFFICIALS NOT TO BENEFIT

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

#### ARTICLE X – COVENANT AGAINST CONTINGENT FEES



The Public Sponsor warrants 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 Sponsor 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

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

#### ARTICLE XII – HAZARDOUS SUBSTANCES

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

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the HSPP or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt

notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public 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. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

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

### ARTICLE XIII – NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this 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 Sponsor:

President  
Orleans Levee District  
6001 Stars and Stripes Boulevard  
New Orleans, Louisiana 70126

If to the Government:

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

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

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


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

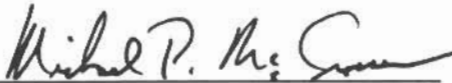
FEDERAL SPONSOR:

PUBLIC SPONSOR:

THE DEPARTMENT OF THE ARMY

ORLEANS LEVEE DISTRICT

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

BY:   
Michael P. McCrossen  
Vice-President  
Board of Commissioners

Date: 21 OCT 05

Date: October 20, 2005

## CERTIFICATION REGARDING LOBBYING

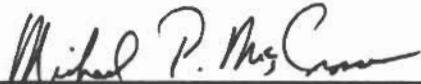
The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

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


  
\_\_\_\_\_  
Michael P. McCrossen  
Vice-President, Board of Commissioners  
Orleans Levee District

DATE: October 20, 2005

CERTIFICATE OF AUTHORITY

I, GERARD G. METZGER, do hereby certify that I am an attorney for the Orleans Levee Board, that the Orleans Levee District is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperation Agreement between the United States of America and the Orleans Levee District in connection with the Lake Pontchartrain, Louisiana and Vicinity, and to my best information and belief able to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the person who has executed the Agreement on behalf of the Orleans Levee District has acted within his or her authority.

IN WITNESS WHEREOF, I have made and executed this certification this 20<sup>th</sup> day of October, 2005.



Typed Name: GERARD G. METZGER

Title in Full: Attorney for the Orleans Levee District