

2/20/85

INTERIM AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

THE ORLEANS LEVEE DISTRICT

FOR LOCAL COOPERATION AT

LAKE PONTCHARTRAIN AND VICINITY HIGH LEVEL PLAN

THIS INTERIM AGREEMENT entered into this 20th day of February 1985 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, and the Board of Commissioners of the Orleans Levee District, WITNESSETH THAT:

WHEREAS, construction of the Lake Pontchartrain and Vicinity (hereinafter called the "Project") was authorized by the Flood Control Act, approved October 27, 1965, Section 204 of Public Law 298, 89th Congress, 1st Session, substantially in accordance with the Report of the Chief of Engineers, dated 4 March 1964, contained in House Document No. 231, 89th Congress, 1st Session; and

WHEREAS, on January 2, 1971, the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646 was enacted; and

WHEREAS, Section 92 of the "Water Resources Development Act of 1974" (Public Law 251, 93d Congress) authorized, inter alia, a plan under which the non-Federal interest may pay its cash obligations for the project on a deferred basis; and

WHEREAS, Lake Pontchartrain, Louisiana, and Vicinity Hurricane Protection Project Reevaluation Study, dated July 1984, approved February 7, 1985, has authorized construction of the High Level Plan, rather than the Barrier Plan; and

WHEREAS, on July 28, 1966, the Board of Commissioners of the Orleans Levee District granted Assurances for the Lake Pontchartrain and Vicinity Project (the Barrier Plan) to the United States of America, said Assurances were accepted by the United States of America on September 30, 1966;

WHEREAS, on September 16, 1971, said Assurances were amended to obligate the Orleans Levee District for only that portion of the Project within Orleans Parish and to reflect an increase in cost participation, said Act of Assurance was accepted by the United States of America on March 29, 1974;

WHEREAS, on September 21, 1973, said Assurances were amended again, this time to include Public Law 91-646, the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" which was enacted into law on January 2, 1971, said Supplemental Assurances were accepted by the United States of America on April 2, 1974;

WHEREAS, on March 30, 1976, the President of the Board of Commissioners of the Orleans Levee District agreed to a plan whereby said Levee Board would pay its cash obligations for the Project on a deferred basis pursuant to Section 92 of the "Water Resources Development Act of 1974" (Public Law 251, 93d Congress), said agreement was accepted by the United States of America on December 7, 1977;

WHEREAS, the Orleans Levee District hereby represents that it has the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the Project and by other applicable law.

NOW, THEREFORE, the Orleans Levee District agrees to comply with all the required conditions and provisions of local cooperation listed in the previous Assurances granted by said Levee District, dated September 30, 1966; March 29, 1974; April 2, 1974; July 8, 1975; and December 7, 1977. Said conditions and provisions are incorporated by reference into this Agreement, as is fully set forth herein, which the Orleans Levee District agrees as follows:

a. Provide all lands, easements, and rights-of-way, including borrow and spoil-disposal areas necessary for construction, operation, and maintenance of the project;

b. Accomplish all necessary alterations and relocations to roads, railroads, pipelines, cables, wharves, drainage structures, and other facilities required by the construction of the project;

c. Hold and save the United States free from damages due to the construction works;

d. Bear 30 percent of the first cost, to consist of the fair market value of the items listed in subparagraphs a and b above and a cash contribution as presently estimated below, to be paid either in a lump sum prior to initiation of construction or in installments at least annually in proportion to the Federal appropriation prior to start of pertinent work items, in accordance with construction schedules as required by the Chief of Engineers, or, as a substitute for any part of the cash contribution, accomplish in accordance with approved construction schedules items of work of equivalent value as determined by the Chief of Engineers, the final apportionment of costs to be made after actual costs and values have been determined for the following items scheduled to be constructed during FY 85:

PROJECT ESTIMATE OF FIRST COSTS

| PROJECT | APPROXIMATE COST |
|---|---------------------|
| 1. Citrus Lakefront Fore Shore Protection, IHNC to Paris Road | \$16,300,000 |
| 2. New Orleans Lakefront Levee, London Avenue to West End | \$2,000,000 |
| 3. New Orleans Lakefront Levee Floodwall at American Standard | \$1,250,000 |
| 4. New Orleans Lakefront Levee Floodwall and Street Gates | \$1,000,000 |
| 5. New Orleans East Lakefront Levee and Fore Shore Protection, Paris Road to South Point | \$13,000,000 |

e. Maintain and operate all features of the project in accordance with regulations prescribed by the Secretary of the Army, including levees, floodgates and approach channels, drainage structures, drainage ditches or canals, floodwalls, and stoplog structures; and

f. Provide all interior drainage and pumping plants required for reclamation and development of the protected areas;

g. Acquire adequate easements or other interest in land to prevent encroachment on existing ponding areas unless substitute storage capacity or equivalent pumping capacity is provided promptly;

h. Comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646;

i. Assume the responsibility to pay its share of the non-Federal project costs;

j. Comply with Section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352 that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination in connection with the Project on the grounds of race, creed, or national origin.

FURTHER, the parties agree that the unaltered provisions in the previous Assurances, dated September 30, 1966; March 29, 1974; April 2, 1974; July 8, 1975; and December 7, 1977 except the payment schedule of the deferred payment plan attached to and made a part of the December 7, 1977 agreement shall be adjusted to reflect the maximum cash contributions under the High Level Plan, and apportionment of the costs thereunder to be made as actual costs and schedules are determined, remain in full force and effect; and that

This is an interim agreement which is in effect until the final supplemental agreement between the Orleans Levee District and the United States of America becomes effective, or until the final project of the fiscal year, listed as item (d)(5) herein, is completed, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
the day and year first above written.

THE UNITED STATES OF AMERICA

BOARD OF COMMISSIONERS
ORLEANS LEVEE DISTRICT

By: Cyrus S. Witherspoon
Colonel, CE
District Engineer
Contracting Officer

By: [Signature]
President

APPROVED:

By: Thomas A. Sands
THOMAS A. SANDS
Brigadier General, USA
Division Engineer

DATE: 7 Mar 86