

AMENDMENT NO. 1

AGREEMENT FOR STATE PROJECT NO. 579-26-0003

**BETWEEN THE
COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA
AND
LAFITTE AREA INDEPENDENT LEVEE DISTRICT
REGARDING**

LAFITTE TIDAL PROTECTION

THIS AMENDMENT NO. 1 is entered into and effective this 17th day of May 2011, by and between the Coastal Protection and Restoration Authority (CPRA), herein represented by its duly authorized Chairman and Lafitte Area Independent Levee District (Sponsor) a political subdivision of the State of Louisiana, herein represented by its duly authorized President, Timothy P. Kerner.

WITNESSETH, THAT:

WHEREAS, the State of Louisiana Department of Transportation and Development (LADOTD) and Lafitte Area Independent Levee District entered into a January 25, 2010 Agreement to serve a public purpose in accordance with Article VII, Section 14 of the Louisiana Constitution and to set forth the terms for administering State Project No. 579-26-0003 involving flood protection improvements consisting of new earthen levees, sheet pile floodwalls, concrete floodwalls and flood gates;

WHEREAS, Act 203 of the Legislature of the State of Louisiana, Regular Session of 2007 designated LADOTD as the recipient of \$52,700,000 for Hurricane Flood Protection, Construction and Development Programs of which a maximum of \$1,500,000 is designated for the Lafitte Tidal Protection Project;

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the CPRA represents the State of Louisiana's position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the CPRA has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary;

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Office of Coastal Protection and Restoration (hereinafter the "OCPR") is the implementation and enforcement arm of the CPRA and is directed by the policy set by the CPRA, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, OCPR shall carryout the programs of the CPRA and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and therefore OCPR shall carryout and implement the obligations of CPRA pursuant to this Agreement, where necessary;

WHEREAS, pursuant to Act 523 of the 2009 Regular Legislative Session at Section 9, the CPRA is assigned and subsumes all of the duties and responsibilities previously exercised by any other state agency, including but not limited to, the Department of Natural Resources, and the Department of Transportation and Development, Office of Public Works, with regard to previously executed agreements and contracts, the purposes of which are under the duties, jurisdiction, responsibilities, and powers granted to the CPRA. The CPRA is given the power to execute, sign, modify, amend, and renew any such agreement on its own behalf or on behalf of the state of Louisiana;

WHEREAS, CPRA desires to succeed to and assume the role for which LADOTD has been heretofore responsible and to which CPRA has now been assigned by Legislative enactment;

NOW THEREFORE, the CPRA and Lafitte Area Independent Levee District (Sponsor) amend the January 25, 2010 Agreement regarding State Project No. 579-26-0003 as follows:

1. Effective on the date of this Amendment No. 1, all rights, responsibilities and obligations of the LADOTD, as stated in the forenamed Agreement, as hereinafter modified and amended, shall be transferred to and assumed in full by the CPRA. Furthermore, all references to OCPR in the forenamed Agreement are amended to correctly refer to CPRA.
2. The title of the Agreement is amended to substitute "INTERGOVERNMENTAL AGREEMENT" for "COOPERATIVE ENDEAVOR AGREEMENT" and "BA-75-3" for "579-26-0003" as the State Project No.
- 3 The purpose as stated under Article I is deleted in its entirety and replaced with the following:

"The purpose of this Intergovernmental Agreement is to set forth the terms of administering the project.

For the purpose of administering of funds, identification and record keeping, State Project No. BA-75-3 is assigned to this project. This number will be used to identify all project costs."

4. The scope and project responsibility as stated under Article IV is expanded by adding to the end of the first paragraph the following:

“The funds provided by the State through CPRA/OCPR to the Sponsor shall be used for the purpose stated and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes, consistent with sound engineering practices and compatible with the current design criteria of the U. S. Army Corps of Engineers. The funds are to carry out a project for flood damage reduction in Lower Jefferson Parish, Louisiana under Section 7016 of the Water Resources Development Act of 2007 and the funds shall also be expended in a manner that, to the maximum extent practicable, will qualify for reimbursement/credit under Section 2003 and 2007 of the Water Resources Development Act of 2007. Additionally, the Sponsor agrees to employ appropriate mitigation measures as determined and/or required by any state or federal agency as part of the approved project. The Sponsor acknowledges that any funds not used in accord with the terms of this Agreement and State law will be reimbursed to CPRA. The Sponsor further acknowledges that any eligible cost in excess of the \$1,500,000 provided and any costs or expenses not considered to be eligible costs shall be the sole responsibility of the Sponsor.”

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be entered into by the Coastal Protection and Restoration Authority represented herein by its Chairman and Lafitte Area Independent Levee District, represented herein by its President.

THIS DONE, PASSED, AND SIGNED on this 17th day of May, 2011, before the below-named notary and competent witnesses.

**COASTAL PROTECTION AND
RESTORATION AUTHORITY
OF LOUISIANA**

WITNESSES:

[Signature] (sign)

Kyle Graham (print)

[Signature] (sign)

Enger Kirchen (print)

By: [Signature]

GARRET GRAVES
Chairman,
Coastal Protection and
Restoration Authority of
Louisiana

[Signature]
Notary Public

Clifton O. Bingham, Jr (print)

Bar Roll/Notary ID No. LA 03052

CFMS # 705997
APPROVED UNDER OCPR
SPECIAL DELEGATION

[Signature]

THUS DONE, PASSED, AND SIGNED on this 29 day of APRIL, 2011, before
the below-named notary and competent witnesses.

LAFITTE AREA
INDEPENDENT LEVEE DISTRICT

WITNESSES:

Nicole Cooper (sign)

NICOLE COOPER (print)

By: Timothy F. Kerner
TIMOTHY F. KERNER
President, Lafitte Area
Independent Levee District

Yvette Crain (sign)

YVETTE CRAIN (print)

Charlie R. Kerner
Notary Public

CHARLIE R. KERNER (print)

my com. Expires: 12-31-14

Bar Roll/Notary ID No. JP-263