



State of Louisiana
DIVISION OF ADMINISTRATION
OFFICE OF CONTRACTUAL REVIEW

KATHLEEN BABINEAUX BLANCO
GOVERNOR

JERRY LUKE LEBLANC
COMMISSIONER OF ADMINISTRATION

November 09, 2007

Ms. Barbara Goodson
Assistant Commissioner of Management and Finance
Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Dear Ms. Goodson:

Enclosed are approved copies of the following amendment submitted to us and received in our office on November 09, 2007.

Division of Administration

OCR# 107-700956 AMENDMENT # 01 CFMS # 653009
La. Public Facilities Authority

We appreciate your continued cooperation.

Sincerely,

Susan H. Smith
Director

SHS/cg

Enclosure

107-700956-01
05100956-101

**AMENDMENT NO. 1 TO
COOPERATIVE ENDEAVOR AGREEMENT**

by and among

STATE OF LOUISIANA

CITY OF NEW ORLEANS, LOUISIANA

SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

LOUISIANA PUBLIC FACILITIES AUTHORITY

Dated as of October 1, 2007

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**AMENDMENT NO. 1 TO
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT dated as of October 1, 2007 ("**Amendment No. 1**") is made among the **STATE OF LOUISIANA** (the "**State**"), acting by and through the Commissioner of Administration; the **CITY OF NEW ORLEANS, LOUISIANA** (the "**City**"), acting by and through its Mayor; the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** (the "**Board**" or the "**Sewerage and Water Board**"), acting through its Executive Director; and **LOUISIANA PUBLIC FACILITIES AUTHORITY**, acting by and through its Chairman, and amends that certain Cooperative Endeavor Agreement dated as of June 29, 2007 (the "**Original Agreement**"), among the State, the City, the Sewerage and Water Board and the Louisiana Public Facilities Authority.

WITNESSETH:

WHEREAS, Article VII, §14(C) of the Louisiana Constitution of 1974 (La. Const. Art. VII, §14(C)) provides that, for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals;

WHEREAS, the parties hereto entered into the Original Agreement on June 29, 2007, in order to provide assistance to the City and the Board in the repair of the public infrastructure damaged by Hurricanes Katrina and Rita because the City does not have sufficient funds to pay for such repairs and the Federal Emergency Management Agency ("FEMA") provides a reimbursement program for repairs; and

WHEREAS, the Original Agreement sets forth the obligations of the parties thereto and provides for a term of one year; and

WHEREAS, Section 10.02 of the Original Agreement provides for the amendment thereof with the consent of all affected parties; and

WHEREAS, the parties to the Original Agreement desire to amend the term of the Original Agreement, as set forth in Section 9.01 thereof;

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

Capitalized terms used herein and not specifically defined herein shall have the meanings given to them in the Original Agreement.

**ARTICLE II
AMENDMENT OF TERM OF ORIGINAL AGREEMENT**

Section 2.01 Term of Agreement. The first sentence of Section 9.01 of the Original Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall extend for the later of June 1, 2027, or the date that all City Improvements and Sewerage and Water Board Improvements are completed.

**ARTICLE III
MISCELLANEOUS**

Section 3.01 Amendments. This Amendment No. 1 may be amended only upon the written consent of all affected parties.

Section 3.02 Intent of this Amendment No. 1. The sole intent and purpose of this Amendment No. 1 is to extend the term of the Original Agreement, as provided in Section 2.01 above. All other provisions of the Original Agreement shall remain in full force and effect.

Section 3.03 Captions. The captions or headings in this Amendment No. 1 are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Amendment No. 1.

Section 3.04 Counterparts. This Amendment No. 1 may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 3.05 Governing Law. This Amendment No. 1 shall be construed in accordance with and governed by the laws of the State of Louisiana.

This Amendment No. 1 has been executed by the parties on the dates indicated but effective as of the _____ day of _____, 2007, in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
[Signature]
Date: 11-2-07

STATE OF LOUISIANA

By: [Signature]
Name: Jerry Luke LeBlanc
Title: Commissioner of Administration

CITY OF NEW ORLEANS, LOUISIANA

[Signature]
[Signature]
Date: 11-6-07

By: [Signature]
Name: C. Ray Nagin
Title: Mayor

**LOUISIANA PUBLIC FACILITIES
AUTHORITY**

WITNESSES:

Date: _____

By: _____
Name: Thomas A. Antoon
Title: Chairman

SEWERAGE AND WATER BOARD OF NEW ORLEANS

By: _____
Name: _____
Title: President Pro-Tem

WITNESSES:

Date: _____

APPROVED
Office of the Governor
Office of Contractual Review

NOV 09 2007
[Signature]
DIRECTOR

This Amendment No. 1 has been executed by the parties on the dates indicated but effective as of the _____ day of _____, 2007, in the presence of the undersigned witnesses.

WITNESSES:

Date: _____

STATE OF LOUISIANA

By: _____
Name: Jerry Luke LeBlanc
Title: Commissioner of Administration

CITY OF NEW ORLEANS, LOUISIANA

Date: _____

By: _____
Name: C. Ray Nagin
Title: Mayor

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]
Date: 11/6/07

LOUISIANA PUBLIC FACILITIES
AUTHORITY

By: *[Handwritten Signature]*
Name: Thomas A. Antoon
Title: Chairman

SEWERAGE AND WATER BOARD OF NEW ORLEANS

WITNESSES:

Date: _____

By: _____
Name: _____
Title: President Pro-Tem

This Amendment No. 1 has been executed by the parties on the dates indicated but effective as of the _____ day of _____, 2007, in the presence of the undersigned witnesses.

WITNESSES:

STATE OF LOUISIANA

By: _____
Name: Jerry Luke LeBlanc
Title: Commissioner of Administration

Date: _____

CITY OF NEW ORLEANS, LOUISIANA

By: _____
Name: C. Ray Nagin
Title: Mayor

Date: _____

WITNESSES:

LOUISIANA PUBLIC FACILITIES
AUTHORITY

By: _____
Name: Thomas A. Antoon
Title: Chairman

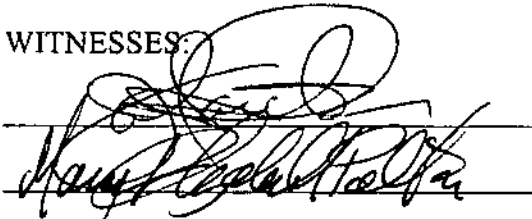
Date: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

By: Marcia St Martin

Name: Marcia St. Martin
Title: Executive Director

WITNESSES:



Date: NOV. 07, 2007



State of Louisiana
DIVISION OF ADMINISTRATION

OFFICE OF CONTRACTUAL REVIEW

KATHLEEN BABINEAUX BLANCO
GOVERNOR

JERRY LUKE LEBLANC
COMMISSIONER OF ADMINISTRATION

January 10, 2008

Ms. Barbara Goodson
Assistant Commissioner of Management and Finance
Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Dear Ms. Goodson:

Enclosed are approved copies of the following amendment submitted to us and received in our office on January 10, 2008.

Division of Administration
OCR# 107-700956 AMENDMENT # 02 CFMS # 653009
La. Public Facilities Authority

We appreciate your continued cooperation.

Sincerely,

Susan H. Smith
Director

SHS/cg

Enclosure

107-700956-02

Execution Copy

**AMENDMENT NO. 2 TO
COOPERATIVE ENDEAVOR AGREEMENT**

by and among

STATE OF LOUISIANA

CITY OF NEW ORLEANS, LOUISIANA

SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

LOUISIANA PUBLIC FACILITIES AUTHORITY

Dated as of October 1, 2007

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**AMENDMENT NO. 2 TO
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDMENT NO. 2 TO COOPERATIVE ENDEAVOR AGREEMENT dated October 1, 2007 ("**Amendment No. 2**") is made among the **STATE OF LOUISIANA** (the "**State**"), acting by and through the Commissioner of Administration; the **CITY OF NEW ORLEANS, LOUISIANA** (the "**City**"), acting by and through its Mayor; the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** (the "**Board**" or the "**Sewerage and Water Board**"), acting through its Executive Director; and **LOUISIANA PUBLIC FACILITIES AUTHORITY** (the "**Authority**"), acting by and through its Chairman, and amends that certain Cooperative Endeavor Agreement dated as of June 29, 2007 (the "**Original Agreement**"), as amended by Amendment No. 1 to Cooperative Endeavor Agreement dated October 1, 2007, each among the State, the City, the Sewerage and Water Board and the Authority.

WITNESSETH:

WHEREAS, Article VII, §14(C) of the Louisiana Constitution of 1974 (La. Const. Art. VII, §14(C)) provides that, for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals;

WHEREAS, the parties hereto entered into the Original Agreement on June 29, 2007, as amended, in order to provide assistance to the City and the Board in the repair of the public infrastructure damaged by Hurricanes Katrina and Rita because the City does not have sufficient funds to pay for such repairs and the Federal Emergency Management Agency ("FEMA") provides a reimbursement program for repairs; and

WHEREAS, Section 10.02 of the Original Agreement provides for the amendment thereof with the consent of all affected parties; and

WHEREAS, since the date of the Original Agreement, the Underwriters for the bonds to be issued by the Authority have been selected and they have determined that the \$23,000,000 annual payment by the State will enable the Authority to issue approximately \$283,465,000 of bonds, which will provide for a deposit of \$194,074,508.25, plus anticipated interest earnings of \$5,925,491.75, to fund not less than \$200,000,000 of City Improvements, and a deposit of \$92,417,428.94 plus anticipated interest earnings of \$7,582,571.06, to fund not less than \$100,000,000 of Sewerage and Water Board Improvements; and

WHEREAS, the parties to the Original Agreement desire to amend the Original Agreement to specify that the land acquisition, and all fees, costs and expenses related thereto, for the replacement Veterans Affairs hospital and related facilities (the "**Replacement VAMC**") constitutes a "**City Improvement**" and is a permitted expenditure of monies in the construction fund;

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

Capitalized terms used herein and not specifically defined herein shall have the meanings given to them in the Original Agreement.

ARTICLE II AMENDMENTS TO ORIGINAL AGREEMENT

Section 2.01 Amendment to Definition of "City Improvements". The definition of City Improvements appearing in Section 1.01 of the Original Agreement is hereby amended in its entirety to read as follows:

"City Improvements" means the improvements for which there is a Project Worksheet for the repair, renovation and replacement of vital public infrastructure damaged or destroyed by the Hurricanes, and improvements related to the hazard mitigation grant program of the State for which an award letter has been received by the City, including but not limited to, fire, police and transportation improvements, and which include project manager fees and administrative overhead costs of the City, and which project manager fees and administrative overhead costs shall be limited to amounts obligated by FEMA pursuant to the Project Worksheets and award letters, and, if approved by the City Council of the City of New Orleans shall also include the cost of land acquisition, and all fees, costs, and expenses related thereto, for the replacement VAMC and related facilities; provided that the amount of moneys in the City Construction Fund Subaccount that may be expended for land acquisition and related costs for the VAMC shall be limited to the amount set forth in the appraisal delivered to the City and the State evidencing the value of the existing VAMC to be transferred or leased to the City.

Additionally, the following shall constitute "City Improvements" if Amendment No. 2 to the Cooperative Endeavor Agreement is executed by the parties thereto. City Improvements shall only include FEMA eligible work identified in the Project Worksheets and FEMA ineligible work, which includes those costs of repairing, restoring and replacing public infrastructure on the basis of the design of such infrastructure and the costs necessary to restore the facility to its form and function existing prior to the Hurricanes, and which also include deferred maintenance costs. City Improvements shall not include functional and aesthetic enhancements to the public infrastructure which would significantly expand the facility to a level beyond that existing on a prestorm basis or which would significantly expand an aesthetic quality of the facility. Examples of permitted improvements include compliance with applicable codes, specifications and standards, including floodplain management and hazard mitigation, insignificant changes in square footage (e.g. the addition of a floor is not permissible), and replacing all tiles in a damaged ceiling in order to have a uniform ceiling. Furthermore, all project delivery costs, including but not limited to project manager fees, program manager fees, construction manager fees and administrative overhead costs are permitted costs for FEMA eligible and FEMA ineligible work; provided that the amounts paid with respect to FEMA ineligible work shall not exceed the percentages allowed with respect to FEMA eligible work pursuant to a Project Worksheet. Architectural and engineering fees are also permitted to be paid for all improvements as incurred without limitation.

Section 2.02 Amendment to Definition of "Sewerage and Water Board Improvements". The definition of Sewerage and Water Board Improvements appearing in Section 1.01 of the Original Agreement is hereby amended in its entirety to read as follows:

"Sewerage and Water Board Improvements" means the improvements for which there is a Project Worksheet for the repair, renovation and replacement of vital sewer and water infrastructure damaged or destroyed by the Hurricanes, and which include project manager fees and administrative overhead costs of the Sewerage and Water Board, and which project manager fees and administrative overhead costs shall be limited to amounts obligated by FEMA pursuant to the Project Worksheets and award letters. Sewerage and Water Board Improvements shall only include FEMA eligible work identified in the Project Worksheets and FEMA ineligible work, which includes those repairs necessary for the sewer and water infrastructure to function at its prestorm function and capacity, and which also include deferred maintenance costs.

Additionally, the following shall constitute "Sewerage and Water Board Improvements" if Amendment No. 2 to the Cooperative Endeavor Agreement is executed by the parties thereto. Sewerage and Water Board Improvements shall not include functional and aesthetic enhancements to the sewer and water infrastructure which would significantly expand the facility to a level beyond that existing on a prestorm basis or which would significantly expand an aesthetic quality of the facility. Examples of permitted improvements include compliance with applicable codes, specifications and standards, including floodplain management and hazard mitigation, insignificant changes in square footage (e.g. the addition of a floor is not permissible), and replacing all tiles in a damaged ceiling in order to have a uniform ceiling. Furthermore, all project delivery costs, including but not limited to project manager fees, program manager fees, construction manager fees and administrative overhead costs are permitted costs for FEMA eligible and FEMA ineligible work; provided that the amounts paid with respect to FEMA ineligible work shall not exceed the percentages allowed with respect to FEMA eligible work pursuant to a Project Worksheet. Architectural and engineering fees are also permitted to be paid for all improvements as incurred without limitation.

Section 2.03 Amendment to Definition of "Cash Capital Investment". The definition of Cash Capital Investment appearing in Section 1.01 of the Original Agreement is hereby amended in its entirety to read as follows:

"Cash Capital Investment" shall mean the cash investment to be made for City Improvements and Sewerage and Water Board Improvements in the approximate amount of \$300,000,000, plus additional interest earnings on the amounts in the applicable account of the Construction Fund, resulting from the issuance of the Bonds.

Section 2.04 Addition of Definitions to Section 1.01. Section 1.01 of the Original Agreement is hereby amended to add the following definitions:

"Original VAMC" means the existing Veterans Affairs hospital and related facilities.

"Replacement VAMC" means the replacement Veterans Affairs hospital and related facilities.

Section 2.05 Amendment to Section 4.01. Section 4.01 of the Original Agreement is hereby amended to add the following sentence at the end thereof:

It is understood and agreed that there are no Project Worksheets for the Replacement VAMC and that, to the extent the City is paid for the land acquired for the Replacement VMAC or the City receives the Original VMAC under a lease from the United States Department of Veterans Affairs and the City subsequently leases such Original VMAC, the payment for the land or lease payments received by the City, up to the amount of proceeds expended for such land acquisition costs, shall be transferred to the City Revolving Account and applied for additional City Improvements.

Section 2.06 Amendment to Section 8.02. Section 8.02 of the Original Agreement is hereby amended to add the following language at the end thereof:

,and provided that it is understood and agreed that the land or interest therein to be acquired for the Replacement VMAC will be transferred or made available by the City to the Department of Veterans Affairs.

Section 2.07 Amendment to Section 4.02 Section 4.02 of the Original Agreement is hereby amended by deleting the second paragraph thereof, and inserting in lieu thereof the following sentence:

The first payment due hereunder shall be paid to the LPFA three (3) business days prior to June 1, 2008.

Section 2.08 Addition of Sections to Article X. The following Sections 10.10 and 10.11 are hereby added at the end of Article X of the Original Agreement:

Section 10.10. Public Liability. To the extent permitted by law, the City and the Sewerage and Water Board hereby agree to protect, defend, reimburse, save and hold harmless the State and all the State departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims (even if such claims are groundless, false or fraudulent), demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the activities and operations of the City or the Sewerage and Water Board, as the case may be, their agents, servants and employees or any and all causes of action, except for those claims, demands, and/or causes of action arising out of the negligence of the State, all the State departments, agencies, boards, commissions, its agents, representatives, and/or employees or the failure of the State to comply with this Agreement. Failure to appropriate under Section 5.01 of the Cooperative Endeavor Agreement does not constitute noncompliance under this Agreement.

Section 10.11. Discrimination Clause. During the performance of this Agreement the City and the Sewerage and Water Board agree to abide by the requirements of Title VI and VII of

the Civil Rights Act of 1964, as amended, by the Equal Opportunity Act of 1972, Federal Executive Order 11246 of September 24, 1965, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975 in connection with this Project to the extent the City Improvements and Sewerage and Water Board Improvements receive federal financial assistance or the foregoing are otherwise applicable. In addition, during the performance of this Agreement the City and the Sewerage and Water Board agree to abide by the requirements of the Americans with Disabilities Act of 1990 in connection with the City Improvements and Sewerage and Water Board Improvements to the extent the the City Improvements and Sewerage and Water Board Improvements receive federal financial assistance or the foregoing is otherwise applicable. The City and the Sewerage and Water Board agree not to discriminate against participants in the City Improvements and the Sewerage and Water Board Improvements due to race, color, religion, sex, sexual orientation, disabilities or national origin. The City and the Sewerage and Water Board agree to ensure that all of their services in the City Improvements and the Sewerage and Water Board Improvements will be delivered without discrimination due to race, color, religion, sex, national origin, sexual orientation or disabilities.

ARTICLE III MISCELLANEOUS

Section 3.01 Amendments. This Amendment No. 2 may be amended only upon the written consent of all affected parties.

Section 3.02 Intent of this Amendment No. 2. The sole intent and purpose of this Amendment No. 2 is to provide for the amendments set forth in Section 2.01 above. All other provisions of the Original Agreement, as amended by Amendment No. 1, shall remain in full force and effect.

Section 3.03 Captions. The captions or headings in this Amendment No. 2 are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Amendment No. 2.

Section 3.04 Counterparts. This Amendment No. 1 may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 3.05 Governing Law. This Amendment No. 2 shall be construed in accordance with and governed by the laws of the State of Louisiana.

This Amendment No. 2 has been executed by the parties on the dates indicated but effective as of the 20th day of December 2007, in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
[Signature]
Date: 1-9-08

STATE OF LOUISIANA

By: [Signature]
Name: Jerry Luke LeBlanc
Title: Commissioner of Administration

[Signature]
[Signature]
Date: 12/28/07

CITY OF NEW ORLEANS, LOUISIANA

By: [Signature]
Name: C. Ray Nagin
Title: Mayor

WITNESSES:

[Signature]
[Signature]
Date: 1-7-08

LOUISIANA PUBLIC FACILITIES AUTHORITY

By: [Signature]
Name: Thomas A. Antoon
Title: Chairman

SEWERAGE AND WATER BOARD OF NEW ORLEANS

By: [Signature]
Name: Marcia St. Martin
Title: Executive Director

WITNESSES:

[Signature]
[Signature]
Date: 12-27-07

APPROVEE
Office of the Governor
Office of Contracted Files

[Signature]
JAN 10 2008
DIRECTOR

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 10/2005)**

Date: 1/10/2008 Dept/Budget Unit/Program #: Executive/107/Executive Administration
 Dept/Agency/Program Name: Executive/DOA/Executive Administrator OCR/CFMS Contract #: 653009
 Agency/Program BA-22 #: amd # 2 Agency/Program Contract #:

Fiscal Year for this BA-22: 2007-2008 BA-22 Start/End Dates: 06/29/07 06/01/27
(Start Date) (End Date)

Multi-year Contract (Yes/No): YES If "Yes", provide contract dates:
06/29/07 06/01/27
(Start Date) (End Date)

LA PUBLIC FACILITIES AUTHORITY 72089587105
(Contractor/Vendor Name) (Contractor/Vendor No.)

This is a no cost amendment which amends and adds to the "Definitions" Section.

(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): yes Amendment Start/End Dates: 12/20/07 06/01/27
(Start Date) (End Date)

Contract Cancellation (Yes/No): no Date of Can Date of Cancellation:

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$101,708,465	100.0%	\$0	0.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$0	0.0%	\$0	0.0%
TOTALS	\$101,708,465	100.0%	\$0	0.0%

Specify Source to grant name, fund name, (if existing) agency and rationale source, for type and balance, etc.
 Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes

If not, explain.

This information is to be provided at the Agency/Program Level

Name of Object Code/Category:	Other Charges Professional Services
Object Code/Category Number:	3650/85
Amount Budgeted:	\$79,114,250
Amount Previously Obligated:	\$30,025,345
Amount this BA-22:	\$0
Balance:	\$49,088,905

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Ag/Prq Contact: _____ Reviewed/Approved By: Marianne Patis
 Name: _____ Name: _____
 Title: _____ Title: _____
 Phone: _____ Phone: _____

FOR AGENCY USE ONLY

AGENCY	PROGRAM	ACTIVITY	ORGANIZ	OBJECT	REPT CAT	AMOUNT
107	100		1002	3650		

ENTER FUNCTION: TRANS: KENT

CONTRACT ENTRY SCREEN

DATE: 01/10/08

KEY IS CONTRACT NUMBER

TIME: 08:48:54

TERM: \$DOA

CONTRACT NUMBER: 653009 CONT REV #: 107-700956 AGCY CONT #:
CONT DOA & LPFA & CITY OF NEW ORLEANS BASE CONT AMT: 23000000.00
TITL/ REMAINING-FY.: 23000000.00
DESC TO FUND THE CITY OF NEW ORLEANS AND THE ORIG CONT AMT: 23000000.00
SEWAGE AND WATER BOARD OF NEW ORLEANS # AMEND: 01 CLASS/SUB: 999 99
STATUS CODE.: ENS : ENCUMBRANCE SUCCESSFUL NET AMD AMT: 0.00
DOCUMENT TYPE: COP : COOPERATIVE AGREEMENT-CFMS
VENDOR/CONTRACTOR #: 720895871 05 : LA PUBLIC FACILITIES AUTHORITY ORG TYPE: C
CONTRACTING AGENCY.: 107P01 : DOA - COMMISSIONER'S OFFICE OCR APVD: Y
CONTRACT USER.....: 107P01 : DOA - COMMISSIONER'S OFFICE
CONT USER SUB-AGCY.:
CONTRACT OFFICER...: CO : OFSS CONTRACT COORDINATOR LAST BATCH #: 930063
T-NUMBER...: BUILDING ID.:
FY: 08 HOLD PYMT: N ROLL: N ACCT RQD: Y CONT APPROP: N SC CHG: 08/07/07
DA: N BEG CONT END CONT ENTRD: 06/29/07 CONT LINES: 00001 PRIOR #:
ORIG: 06/29/07 06/29/08 AGCY RCVD: OCR RCVD: 06/29/07 APVD: 06/29/07
REV.: 06/01/27 BUDGET...: LEGAL...: RFP.:
PERF CODE: N RCVD PERF RPT: NTC ISSUED: PRNTD PERF:



BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

June 25, 2009

Ms. Barbara Goodson
Deputy Commissioner of Management and Finance
Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Dear Ms. Goodson:

Enclosed are approved copies of the following amendment submitted to us and received in our office on June 19, 2009.

Division of Administration

OCR# 107-700956 AMENDMENT # 03 CFMS # 653009

Louisiana Public Facilities Authority

We appreciate your continued cooperation.

Sincerely,

Sandra G. Gillen
7.12

Sandra G. Gillen, CPPB
Director

SGG/cc

Enclosure

107-700956-03

653009

Execution Copy

**AMENDMENT NO. 3 TO
COOPERATIVE ENDEAVOR AGREEMENT**

by and among

**STATE OF LOUISIANA
SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
LOUISIANA PUBLIC FACILITIES AUTHORITY**

Dated as of April 1, 2009

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**AMENDMENT NO. 3 TO
COOPERATIVE ENDEAVOR AGREEMENT**

THIS AMENDMENT NO. 3 TO COOPERATIVE ENDEAVOR AGREEMENT dated as of April 1, 2009 ("**Amendment No. 3**") is made among the **STATE OF LOUISIANA** (the "**State**"), acting by and through the Commissioner of Administration; the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** (the "Board" or the "Sewerage and Water Board"), acting through its Executive Director; and **LOUISIANA PUBLIC FACILITIES AUTHORITY** (the "**Authority**"), acting by and through its Chairman, and amends that certain Cooperative Endeavor Agreement dated as of June 29, 2007 (the "**Original Agreement**"), as amended by Amendment No. 1 to Cooperative Endeavor Agreement and Amendment No. 2 to Cooperative Endeavor Agreement, each dated October 1, 2007, each among the State, the City of New Orleans, Louisiana (the "City"), the Sewerage and Water Board and the Authority.

WITNESSETH:

WHEREAS, Article VII, §14(C) of the Louisiana Constitution of 1974 (La. Const. Art. VII, §14(C)) provides that, for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals;

WHEREAS, the State, the City, the Sewerage and Water Board and the Authority into the Original Agreement on June 29, 2007, as amended, in order to provide assistance to the City and the Board in the repair of the public infrastructure damaged by Hurricanes Katrina and Rita because the City does not have sufficient funds to pay for such repairs and the Federal Emergency Management Agency ("FEMA") provides a reimbursement program for repairs; and

WHEREAS, Section 10.02 of the Original Agreement provides for the amendment thereof with the consent of all affected parties; and

WHEREAS, the Sewerage and Water Board desires to amend the definition of "Sewerage and Water Board Improvements;" and

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

Capitalized terms used herein and not specifically defined herein shall have the meanings given to them in the Original Agreement.

**ARTICLE II
AMENDMENTS TO ORIGINAL AGREEMENT**

Section 2.01 Amendment to Definition of "Sewerage and Water Board Improvements". The definition of Sewerage and Water Board Improvements appearing in Section 1.01 of the Original Agreement is hereby amended in its entirety to read as follows:

"Sewerage and Water Board Improvements" means the improvements for which there is a Project Worksheet or which is part of the Submerged Roads Program as set forth in Exhibit ___ attached hereto for the repair, renovation and replacement of vital sewer and water infrastructure and other public infrastructure damaged or destroyed by the Hurricanes, and which include project manager fees and administrative overhead costs of the Sewerage and Water Board, and which project manager fees and administrative overhead costs shall be limited to amounts obligated by FEMA pursuant to the Project Worksheets and award letters. Sewerage and Water Board Improvements shall only include FEMA eligible work identified in the Project Worksheets and FEMA ineligible work, which includes those repairs necessary for the sewer and water infrastructure to function at its prestorm function and capacity, and which also include deferred maintenance costs. Sewerage and Water Board Improvements included in the Submerged Roads Program funded with the Cash Capital Investment shall not exceed \$15,000,000 without the prior written consent of the Division of Administration.

Additionally, the following shall constitute "Sewerage and Water Board Improvements" if Amendment No. 2 to the Cooperative Endeavor Agreement is executed by the parties thereto. Sewerage and Water Board Improvements shall only include FEMA eligible work identified in the Project Worksheets and FEMA ineligible work, which includes those costs of repairing, restoring and replacing public infrastructure on the basis of the design of such infrastructure and the costs necessary to restore the facility to its form and function existing prior to the Hurricanes, and which also include deferred maintenance costs. Sewerage and Water Board Improvements shall not include functional and aesthetic enhancements to the sewer and water infrastructure which would significantly expand the facility to a level beyond that existing on a prestorm basis or which would significantly expand an aesthetic quality of the facility. Examples of permitted improvements include compliance with applicable codes, specifications and standards, including floodplain management and hazard mitigation, insignificant changes in square footage (e.g. the addition of a floor is not permissible), and replacing all tiles in a damaged ceiling in order to have a uniform ceiling. Furthermore, all project delivery costs, including but not limited to project manager fees, program manager fees, construction manager fees and administrative overhead costs are permitted costs for FEMA eligible and FEMA ineligible work; provided that the amounts paid with respect to FEMA ineligible work shall not exceed the percentages allowed with respect to FEMA eligible work pursuant to a Project Worksheet. Architectural and engineering fees are also permitted to be paid for all improvements as incurred without limitation.

Section 2.02 Amendment of Definition of Contract Monitor. The definition of "Contract Monitor" appearing in Section 1.01 of the Original Agreement is hereby amended as follows:

"Contract Monitor" shall mean the person or persons designated by the Division of Administration pursuant to Section 7.01 and charged with the responsibility of reviewing compliance by the City and Sewerage and Water Board with this Agreementm

and shall be the representative from the Internal Audit Section of the Division of Administration.

Section 2.03 Addition of Definition to Section 1.01. Section 1.01 of the Original Agreement is hereby amended to add the following definition:

"Submerged Roads Program" means the South Louisiana Submerged Roads Program in Orleans Parish, created under the authority of the Emergency Relief Program of the Federal Highway Administration (§ 668.101, et seq.) to repair and resurface roads damaged as a result of Hurricanes Katrina and Rita in 2005 which are identified in the Federal Highway Administration Damage Inspection Reports pursuant to said Emergency Relief Program, which is administered on behalf of the Federal Highway Administration by the Louisiana Department of Transportation and Development.

ARTICLE III

MISCELLANEOUS

Section 3.01 Amendments. This Amendment No. 3 may be amended only upon the written consent of all affected parties.

Section 3.02 Intent of this Amendment No. 3. The sole intent and purpose of this Amendment No. 3 is to provide for the amendments set forth in Section 2.01 above. All other provisions of the Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall remain in full force and effect.

Section 3.03 Captions. The captions or headings in this Amendment No. 3 are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Amendment No. 2.

Section 3.04 Counterparts. This Amendment No. 3 may be executed in several counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 3.05 Governing Law. This Amendment No. 3 shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 3.06 Effective Date. The Amendment relating to the use of monies under the Construction Fund Agreement for the Submerged Roads Program shall be effective as of December 1, 2008.

This Amendment No. 3 has been executed by the parties on the dates indicated but effective as of the 15 day of June, 2009 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
[Signature]
Date: 6/15/09

STATE OF LOUISIANA

By: [Signature]
Name: Angele Davis
Title: Commissioner of Administration

WITNESSES:

[Signature]
[Signature]
[Signature]
Date: 5/1/09

LOUISIANA PUBLIC FACILITIES
AUTHORITY

By: [Signature]
Name: Guy Campbell, III
Title: Chairman

SEWERAGE AND WATER BOARD OF NEW
ORLEANS

By: [Signature]
Name: Marcia St. Martin
Title: Executive Director

WITNESSES:

[Signature]
[Signature]
Date: 4-22-09

APPROVED
Office of the Governor
Office of Contractual Review

JUN 25 2009
[Signature]
DIRECTOR