

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE COASTAL PROTECTION AND  
RESTORATION AUTHORITY OF LOUISIANA  
FOR THE  
LOUISIANA COASTAL AREA  
SECTION 7006(e)(3) ECOSYSTEM RESTORATION PROJECTS STUDY

THIS AGREEMENT is entered into this 6th day of November 2008, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement and the Coastal Protection and Restoration Authority of Louisiana (hereinafter the "Non-Federal Sponsor"), represented by the Chairman.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to conduct a feasibility study for the six ecosystem restoration projects set out in Section 7006(e)(3) of the Water Resources Development Act of 2007 (Public Law 110-114), with those projects authorized for construction in accordance with the plans and subject to the conditions recommended in a final report of the Chief of Engineers if a favorable report of the Chief is completed by not later than December 31, 2010;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") to conduct a feasibility-level study for those six ecosystem restoration projects culminating in a final report of the Chief of Engineers;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the Study;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind services that are necessary to prepare the feasibility report and to receive credit for such services toward the amount of its required contribution for the Study;

WHEREAS, the Non-Federal Sponsor may provide up to 100 percent of its required contribution for the Study as non-Federal in-kind services;

WHEREAS, the Non-Federal Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Non-Federal Sponsor and the Government understand that entering into

this Agreement in no way obligates either party to implement a project and that whether the Government supports a project authorization and budgets it for implementation depends upon, among other things, the outcome of the Study, consideration of the environmental benefits of the project to the coastal Louisiana ecosystem as provided in Section 7008 (a) (1) of Public Law 110-114, and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration;

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the Non-Federal Sponsor, and all negotiated costs of work performed by the Non-Federal Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: the Government's costs of developing the Project Management Plan, dated October 20, 2008; labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. Of this Agreement.

C. The term "excess Study Costs" shall mean Study Costs that exceed the estimated Study Costs and that do not result from mutual agreement of the parties, a change in Federal law that increases the cost of the Study, or a change in the scope of the Study requested by the Non-Federal Sponsor.

D. The term "Study Period" shall mean the time from the effective date of this Agreement to the date that the final report of the Chief of Engineers for the six ecosystem restoration projects is signed.

E. The term "PMP" shall mean the Project Management Plan, which is attached to this Agreement and which shall not be considered binding on either party and is subject to change by the Government, in consultation with the Non-Federal Sponsor.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Non-Federal Sponsor in accordance with the PMP.

G. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

- A. The Government, using funds and in-kind services provided by the Non-Federal Sponsor and funds appropriated by the Congress of the United States, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.
- B. In accordance with this Article and Article III.A., III.B. and III.C. of this Agreement, the Non-Federal Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs other than excess Study Costs. The Non-Federal Sponsor may, consistent with applicable law and regulations, contribute up to 50 percent of Study Costs through the provision of in-kind services. The in-kind services to be provided by the Non-Federal Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the PMP. In addition, in accordance with section 7007 of Public Law 110-114, to the extent that credit has not been afforded previously, the cost of work carried out by the Non-Federal Sponsor before the date of execution of a partnership agreement for a study or project in coastal Louisiana authorized in Title VII of Public Law 110-114 may be applied toward the non-Federal share of Study Costs. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.
- C. The Non-Federal Sponsor shall pay a fifty (50) percent share of excess Study Costs in accordance with Article III.D. of this Agreement.
- D. The Non-Federal Sponsor understands that the schedule of work may require the Non-Federal Sponsor to provide cash or in-kind services at a rate that may result in the Non-Federal Sponsor temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B. of this Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of this Article or the obligations concerning payment specified in Article III of this Agreement.
- E. If, upon the award of any contract or the performance of any in-house work for the Study by the Government or the Non-Federal Sponsor, cumulative financial obligations of the Government and the Non-Federal Sponsor would result in excess Study Costs, the Government and the Non-Federal Sponsor agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Non-Federal Sponsor agree to proceed. Should the Government and the Non-Federal Sponsor require time to arrive at a decision, the Agreement will be suspended in accordance with Article X., for a period of not to exceed six months. In the event the Government and the Non-Federal Sponsor have not reached an agreement to proceed by the end of their 6 month period, the Agreement may be subject to termination in accordance with Article X.
- F. No Federal Program funds may be used to meet the Non-Federal Sponsor's share of Study Costs unless the Federal agency that provides the funds determines that the funds are authorized to be used to carry out the Study.

G. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Non-Federal Sponsor with a third party in furtherance of this Agreement which obligates funds of the Non-Federal Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Non-Federal Sponsor, but shall be subject to applicable Federal laws and regulations.

H. The Non-Federal Sponsor shall be responsible for the total cost of developing a response plan for addressing any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Pub. L. No. 96-510, 94 Stat. 2767, (codified at 42 U.S.C. Sections 9601-9675), as amended, existing in, on, or under any lands, easements or rights-of-way that the Government determines to be required for the construction, operation, and maintenance of the project. Such costs shall not be included in total study costs.

### ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs, and current projections of the amount of Study Costs that will result in excess Study Costs. At least quarterly, the Government shall provide the Non-Federal Sponsor a report setting forth this information. As of the effective date of this Agreement, the total estimated Study Costs for the Study are \$27,200,000 and the Non-Federal Sponsor's share of estimated Study Costs is \$13,600,000; the parties will develop total estimated Study Costs and complete the PMP within the initial seven month period of this Agreement. In order to meet the Non-Federal Sponsor's cash payment requirements for its share of estimated Study Costs, the Non-Federal Sponsor must provide a cash contribution currently estimated to be \$0. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the PMP, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Non-Federal Sponsor by July 1<sup>st</sup> of each year of the estimated funds that will be required from the Non-Federal Sponsor to meet the Non-Federal Sponsor's share of Study Costs for the upcoming fiscal year.

2. No later than 60 calendar days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet its required share of Study Costs for the first fiscal year of the Study. No later than 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government the full amount of the required funds by delivering a check payable to "B2-FAO, USAED, New Orleans" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal

Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or presenting to the Government an irrevocable letter of credit acceptable to the Government for the required funds, or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

3. For the second and subsequent fiscal years of the Study, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet its required share of Study Costs for that fiscal year, taking into account any temporary divergences identified under Article II.D of this Agreement. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds available to the Government through the funding mechanism specified in paragraph B.2. of this Article.

4. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Non-Federal Sponsor's share of contractual and in-house fiscal obligations attributable to the Study as they are incurred.

5. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Non-Federal Sponsor in writing. No later than 60 calendar days after receipt of such notice, the Non-Federal Sponsor shall make the full amount of the additional required funds available through the funding mechanism specified in paragraph B.2. of this Article.

C. Within ninety (90) days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Non-Federal Sponsor, the amount of any excess Study Costs, and credits for the negotiated costs of the Non-Federal Sponsor, and shall furnish the Non-Federal Sponsor with the results of this accounting. Within thirty (30) days thereafter, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for the excess, if any, of cash contributions and credits given over its required share of Study Costs, other than excess Study Costs, or the Non-Federal Sponsor shall provide the Government any cash contributions required for the Non-Federal Sponsor to meet its required share of Study Costs other than excess Study Costs.

D. The Non-Federal Sponsor shall provide its cash contribution for excess Study Costs as required under Article II.C. of this Agreement by delivering a check payable to "B2-FAO, USAED, New Orleans" to the District Engineer as follows:

1. After the project that is the subject of this Study has been authorized for construction, no later than the date on which a Project Cooperation Agreement is entered into for the project; or

2. In the event the project that is the subject of this Study is not authorized for construction by a date that is no later than 5 years of the date of the final report of the Chief of Engineers concerning the project, or by a date that is no later than 2 years after the date of the termination of the study, the Non-Federal Sponsor shall pay its share of excess costs on that date (5 years after the date of the final report of the Chief of Engineers or 2 year after the date of the termination of the study).

#### ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

- A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government shall appoint named senior representatives to an Executive Committee. Thereafter, the Executive Committee shall meet regularly until the end of the Study Period.
- B. Until the end of the Study Period, the Executive Committee shall generally oversee the Study consistently with the PMP.
- C. The Executive Committee may make recommendations that it deems warranted to the District Engineer on matters that it oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider such recommendations. The Government has the discretion to accept, reject, or modify the Executive Committee's recommendations.
- D. The Executive Committee shall appoint representatives to serve on a Study Management Team. The Study Management Team shall keep the Executive Committee informed of the progress of the Study and of significant pending issues and actions, and shall prepare periodic reports on the progress of all work items identified in the PMP.
- E. The costs of participation in the Executive Committee (including the cost to serve on the Study Management Team) shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VI - MAINTENANCE OF RECORDS

- A. Within 60 days of the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after completion of the Study and resolution of all relevant claims arising therefrom accounting for which such books, records, documents, or other evidence were required. To the extent permitted by applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and shared in accordance with the provisions of this Agreement.

#### ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Non-Federal Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

#### ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

#### ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Non-Federal Sponsor shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon any failure of the parties to agree to extend the study under Article II.E. of this agreement, or upon the failure of the Non-Federal Sponsor to fulfill its

obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. and III.D. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, New Orleans District.

DEPARTMENT OF THE ARMY

LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

BY: Alvin B. Lee

ALVIN B. LEE  
COLONEL, CORPS OF  
ENGINEERS  
DISTRICT ENGINEER  
NEW ORLEANS DISTRICT

BY: Garret Graves

GARRET GRAVES  
CHAIRMAN

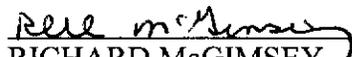
DATE: 11/07/08

DATE: November 6, 2008

CERTIFICATE OF AUTHORITY

I, James D. "Buddy" Caldwell, do hereby certify that I am the principal legal officer of the Coastal Protection and Restoration Authority of Louisiana and that the Coastal Protection and Restoration Authority of Louisiana is a legally constituted public body with full authority under La. R.S. 49:213.4 to enter into the Agreement between the Department of the Army and the Coastal Protection and Restoration Authority of Louisiana in connection with the Louisiana Coastal Area Section 7006(e)(3) Ecosystem Restoration Projects Study. I hereby further certify that the Executive Assistant for Coastal Activities, who is statutorily designated as the Chairman of the Coastal Protection and Restoration Authority, has the authority under La. R.S. 49:213.3 and 49:213.4 to coordinate the powers, duties, and functions of state agencies relative to coastal protection and restoration and to use the contracting authority of any agency to implement plans relating to infrastructure, coastal protection, including hurricane protection, and coastal wetlands conservation and restoration, and that the person who has executed this Agreement on behalf of the Coastal Protection and Restoration Authority of Louisiana has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
6<sup>th</sup> day of November 2008.

  
RICHARD MCGIMSEY  
Director of Civil Division

FOR

JAMES D. "BUDDY" CALDWELL  
Attorney General  
State of Louisiana

CERTIFICATION REGARDING LOBBYING

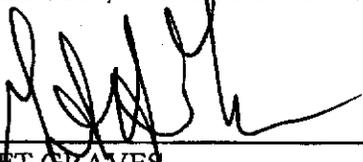
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 31 U.S.C. 1352. 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.



GARRET GRAVES

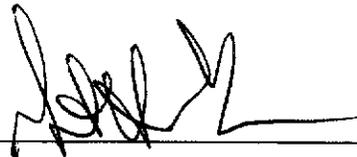
Chairman, Coastal Protection and Restoration Authority  
State of Louisiana

DATE: November 6, 2008

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Garret Groves, do hereby certify that I am the Chairman of the Coastal Protection and Restoration Authority of Louisiana (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Louisiana Coastal Area Section 7006(e)(3) Ecosystem Restoration Projects Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Agreement Between the Department of the Army and the Coastal Protection and Restoration Authority of Louisiana for the Louisiana Coastal Area Section 7006(e)(3) Ecosystem Restoration Projects Study.

IN WITNESS WHEREOF, I have made and executed this certification this 7th day of November, 2008.

BY: 

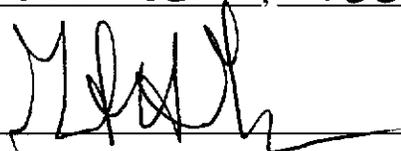
TITLE: Chairman, CPRA

DATE: November 7, 2008

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Garret Graves, do hereby certify that I am the Chairman of the Coastal Protection and Restoration Authority of Louisiana (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Louisiana Coastal Area Section 7006(e)(3) Ecosystem Restoration Projects Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Project Partnership Agreement for the West Bank and Vicinity, Louisiana Project.

IN WITNESS WHEREOF, I have made and executed this certification this 6<sup>th</sup>  
day of November, 2008.

BY: 

TITLE: Chairman

DATE: November 6, 2008

**Louisiana Coastal Area - Near-Term Ecosystem Restoration Plan  
Feasibility Study Project Management Plan Overview  
20 October 2008**

Introduction

This Project Management Plan (PMP) provides information for a feasibility study for six of the *Louisiana Coastal Area* (LCA) near-term plan elements authorized in the Water Resources Development Act of 2007. The LCA near-term plan includes fifteen elements authorized for implementation contingent upon meeting certain reporting requirements. The U.S. Army Corps of Engineers (USACE) is the Federal sponsor for the projects and the non-Federal sponsor is Louisiana's Coastal Protection and Restoration Authority (CPRA). This overview for the Project Management Plan outlines the authority, planning approach, schedule, budget and current status for a single feasibility study of six of the fifteen authorized elements as well as a general process to refine the PMP in the future. This document is intended to update the draft Project Management Plan developed earlier this year as part of study initiation efforts between the USACE and CPRA (the earlier draft is appended to this update starting on page 5).

Authority

The Water Resources Development Act of 2007 authorized the LCA program. The authority includes requirements for comprehensive planning, program governance, implementation, and other program components. Specifically, Section 7006(e)(3) requires the Secretary of the Army to submit one feasibility report to Congress on six elements by December 31, 2008. The six elements are 1) Multipurpose Operation of Houma Navigation Lock, 2) Terrebonne Basin Barrier Shoreline Restoration, 3) Small Diversion at Convent/Blind River, 4) Amite River Diversion Canal Modification, 5) Medium Diversion at Whites Ditch, and 6) Convey Atchafalaya River Water to Northern Terrebonne Marshes. The Congressional language further authorizes construction of these six elements contingent upon submittal of a favorable report of the Chief of Engineers no later than December 31, 2010. Given the late date in initiating the required studies the USACE will submit a letter to Congress to meet the initial December 2008 reporting requirement for these six elements.

Planning Approach

Team members from USACE and CPRA began efforts to launch the LCA implementation studies in spring 2008. The teams prioritized studies based upon the WRDA 2007 Congressional reporting deadlines with six elements having been identified with the earliest contingent authorization reporting date (Dec 2010). Under this approach additional studies would be launched at later dates including four elements with a Dec 2009 feasibility reporting deadline and efforts to develop construction reports on five elements that carry no reporting deadline.

Local sponsor preference and management guidance resulted in a decision to pursue the initial six elements as a single feasibility study with six component elements. A project management plan and a feasibility cost share agreement covering the elements were prepared for execution in May 2008. Efforts to complete the project management plan and to execute a feasibility cost

share agreement are continuing with positive direct interaction of the CPRA and USACE headquarters staff. Execution of this agreement will focus on development of a report of the Chief of Engineers for the Secretary of the Army to submit to Congress by December 31, 2010.

USACE and CPRA teams have identified a systematic approach for completing the feasibility report within the prescribed Congressional deadline. This approach involves use of existing information from a broad spectrum of previously developed plans and reports and targeted acquisition of new data and analysis. Information will be screened and gauged for levels of detail against the requirements of ER 1105-2-100 (Planning Guidance Notebook) and other applicable regulations. A feasibility report will be prepared in accordance with the guidelines and procedures of the Planning Guidance Notebook. Milestones for report review will follow the requirements of Appendix G. Exceptions to these requirements will be approved in a Policy Guidance Memorandum or through subsequent formal requests for waivers.

Lead responsibility for each of the six elements will be assigned to either the USACE or CPRA. Each project will be evaluated using the same principles and procedures to help ensure program consistency. Although lead roles will be designated, each element will be developed collaboratively to draw upon cross-agency expertise and to expedite technical and policy review within each organization. This approach will help better utilize limited resources and offers the local sponsor an opportunity to maximize CPRA's in-kind contributions. Federal review and reporting responsibilities will be handled through the USACE chain of command as well as Agency Technical Review and Independent External Peer Review.

Table 1: LCA Feasibility Study Lead Agency Assignments

<b>Project</b>	<b>Lead Agency</b>
Multipurpose Operation of Houma Navigation Lock	USACE
Terrebonne Basin Barrier Shoreline Restoration	CPRA
Small Diversion at Convent/Blind River	CPRA
Amite River Diversion Canal Modification	CPRA
Medium Diversion at Whites Ditch	USACE
Convey Atchafalaya River Water to Northern Terrebonne Marshes	USACE

A memorandum to guide initial study efforts will be developed in coordination between the local sponsor, the Program Management Team, the District Support Team, and the MVD Regional Integration Team. The memorandum will highlight and endorse the planning approach offered in this Project Management Plan. In addition, the memorandum will detail the technical and policy inclusions and exclusions governing the Project Delivery Team's development of the feasibility report. Specific policy guidance memorandums will be prepared when needed to clarify existing guidance found in the Planning Guidance Notebook (ER 1105-2-100).

Six Project Delivery Teams will be engaged to complete the report development. Each team will be lead by a Project Manager from either the USACE or LDNR depending upon which agency is assigned lead role in project development (see table below). For the projects where the New Orleans District carries the lead, teams will include a functional leader from key technical elements including engineering, real estate, economics, and environmental. These team members will serve as assignment developers and reviewers working with a team of contract

employees skilled in each technical area. Additional support will be sought as needed from Parish liaisons, subject matter experts, Office of Counsel, contracting support, program management, public affairs, and the Executive Team.

Study Scope, Schedule and Budget

The scope of planning efforts to develop this feasibility report is driven by the mandated reporting deadlines contained in the Congressional authorizing language. These deadlines recognize, in part, the critical condition of coastal wetlands in Louisiana and the designation of the LCA report completed in 2005 as a “near-term” plan. This Project Management Plan covers each of the six elements identified above. All of these projects are located in central and southeastern coastal Louisiana.

National Environmental Policy Act (NEPA) compliance will be initiated for the feasibility study. Completion of a NEPA document is required for selection of final plan details to be included in the feasibility study report. Each element will be assessed to determine the level of NEPA compliance required for that element. For this study the required documents will be heavily reliant on the information previously developed in the Programmatic Environmental Impact statement for the *Louisiana Coastal Area (LCA), Louisiana Ecosystem Restoration Study*.

The initial estimated budget for this study work is derived from the January 2005 report of the Chief of Engineers covering the LCA near-term plan is \$27.2 million. These numbers are sufficient for purposes of the initial scoping of the feasibility reporting and will be updated with detailed component element costs after an initial project information assessment is conducted. A detailed cost estimate and schedule to complete an initial assessment report for the 6 elements is contained within this PMP. It is assumed that in preparing this assessment and assessing the level of available detail will require approximately two months to update the PMP to further refine the costs and schedule to complete the final report necessary to meet the requirements for a report of the Chiefs of Engineers. The assessment will result in the production of a gap analysis to help guide the remaining required study work needed to achieve a Report of the Chief of Engineers by December 2010. The USACE and CPRA will agree on all cost details for the study elements.

Table 2: LCA Feasibility Study Costs

<b>Project</b>	<b>Projected Study Cost</b>
Multipurpose Operation of Houma Navigation Lock	---
Terrebonne Basin Barrier Shoreline Restoration	\$8,700,000
Small Diversion at Convent/Blind River	\$4,400,000
Amite River Diversion Canal Modification	\$500,000
Medium Diversion at Whites Ditch	\$5,400,000
Convey Atchafalaya River Water to Northern Terrebonne Marshes	\$8,200,000
<b>TOTAL</b>	<b>\$27,200,000</b>

\*Table 2 Note – Chief’s Report did not budget for study of the Houma Navigation Lock

The following table outlines the procedural sequence forecast to execute this LCA Feasibility Report. The overall schedule at this time assumes a FCSA execution in November 2008 and a final report in December 2010. A more detailed schedule for the first 8 months is found in this PMP and this will be refined as well as additional detail provided on the entire schedule in the initial stages of the study and will be done in full coordination with the CPRA.

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Feasibility Scoping Meeting
Final Array ROE & Data Collection
Evaluate Final Alternatives Array
Compare Final Alternatives Array
Identify Draft Tentatively Selected Plan
Submit Alternative Formulation Briefing Report to HQ/MVD
Alternative Formulation Briefing
Draft report prepared
Agency Technical Review
Independent External Peer Review
Submit Draft report to public and HQ/MVD for review
Public comment
Respond to Public Comments
Submit Draft Final Report for Washington Level Review
Complete DC Reviews
State and Agency Review
Sign Chief's Report
Transmit Report to ASA(CW)
ASA(CW) Offers Report to OMB for Review
OMB Review Complete
ASA(CW) Submits Chief's Report to Congress

Communication

The USACE Project Management Business Process (ER 5-1-11) will be used to govern all team and leadership communication as well as the engagement of key stakeholders and public customers. In addition, the MVN team will strive to keep the District Support Team and the MVD Regional Integration Team fully engaged in study progress. Communication and reporting will be managed through existing reporting procedures such as the weekly status reports, periodic teleconferences, and the Project Review Board. Schedule modifications will be reported through a systematic and recorded process and will be formally approved at a level commensurate with the nature of the schedule changes.

**Louisiana Coastal Area - Near-Term Ecosystem Restoration Plan**  
**Feasibility Study Project Management Plan Overview**  
20 October 2008

Introduction

This Project Management Plan (PMP) provides information for a feasibility study for six of the *Louisiana Coastal Area* (LCA) near-term plan elements authorized in the Water Resources Development Act of 2007. The LCA near-term plan includes fifteen elements authorized for implementation contingent upon meeting certain reporting requirements. The U.S. Army Corps of Engineers (USACE) is the Federal sponsor for the projects and the non-Federal sponsor is Louisiana's Coastal Protection and Restoration Authority (CPRA). This overview for the Project Management Plan outlines the authority, planning approach, schedule, budget and current status for a single feasibility study of six of the fifteen authorized elements as well as a general process to refine the PMP in the future. This document is intended to update the draft Project Management Plan developed earlier this year as part of study initiation efforts between the USACE and CPRA (the earlier draft is appended to this update starting on page 5).

Authority

The Water Resources Development Act of 2007 authorized the LCA program. The authority includes requirements for comprehensive planning, program governance, implementation, and other program components. Specifically, Section 7006(e)(3) requires the Secretary of the Army to submit one feasibility report to Congress on six elements by December 31, 2008. The six elements are 1) Multipurpose Operation of Houma Navigation Lock, 2) Terrebonne Basin Barrier Shoreline Restoration, 3) Small Diversion at Convent/Blind River, 4) Amite River Diversion Canal Modification, 5) Medium Diversion at Whites Ditch, and 6) Convey Atchafalaya River Water to Northern Terrebonne Marshes. The Congressional language further authorizes construction of these six elements contingent upon submittal of a favorable report of the Chief of Engineers no later than December 31, 2010. Given the late date in initiating the required studies the USACE will submit a letter to Congress to meet the initial December 2008 reporting requirement for these six elements.

Planning Approach

Team members from USACE and CPRA began efforts to launch the LCA implementation studies in spring 2008. The teams prioritized studies based upon the WRDA 2007 Congressional reporting deadlines with six elements having been identified with the earliest contingent authorization reporting date (Dec 2010). Under this approach additional studies would be launched at later dates including four elements with a Dec 2009 feasibility reporting deadline and efforts to develop construction reports on five elements that carry no reporting deadline.

Local sponsor preference and management guidance resulted in a decision to pursue the initial six elements as a single feasibility study with six component elements. A project management plan and a feasibility cost share agreement covering the elements were prepared for execution in May 2008. Efforts to complete the project management plan and to execute a feasibility cost

share agreement are continuing with positive direct interaction of the CPRA and USACE headquarters staff. Execution of this agreement will focus on development of a report of the Chief of Engineers for the Secretary of the Army to submit to Congress by December 31, 2010.

USACE and CPRA teams have identified a systematic approach for completing the feasibility report within the prescribed Congressional deadline. This approach involves use of existing information from a broad spectrum of previously developed plans and reports and targeted acquisition of new data and analysis. Information will be screened and gauged for levels of detail against the requirements of ER 1105-2-100 (Planning Guidance Notebook) and other applicable regulations. A feasibility report will be prepared in accordance with the guidelines and procedures of the Planning Guidance Notebook. Milestones for report review will follow the requirements of Appendix G. Exceptions to these requirements will be approved in a Policy Guidance Memorandum or through subsequent formal requests for waivers.

Lead responsibility for each of the six elements will be assigned to either the USACE or CPRA. Each project will be evaluated using the same principles and procedures to help ensure program consistency. Although lead roles will be designated, each element will be developed collaboratively to draw upon cross-agency expertise and to expedite technical and policy review within each organization. This approach will help better utilize limited resources and offers the local sponsor an opportunity to maximize CPRA's in-kind contributions. Federal review and reporting responsibilities will be handled through the USACE chain of command as well as Agency Technical Review and Independent External Peer Review.

Table 1: LCA Feasibility Study Lead Agency Assignments

<b>Project</b>	<b>Lead Agency</b>
Multipurpose Operation of Houma Navigation Lock	USACE
Terrebonne Basin Barrier Shoreline Restoration	CPRA
Small Diversion at Convent/Blind River	CPRA
Amite River Diversion Canal Modification	CPRA
Medium Diversion at Whites Ditch	USACE
Convey Atchafalaya River Water to Northern Terrebonne Marshes	USACE

A memorandum to guide initial study efforts will be developed in coordination between the local sponsor, the Program Management Team, the District Support Team, and the MVD Regional Integration Team. The memorandum will highlight and endorse the planning approach offered in this Project Management Plan. In addition, the memorandum will detail the technical and policy inclusions and exclusions governing the Project Delivery Team's development of the feasibility report. Specific policy guidance memorandums will be prepared when needed to clarify existing guidance found in the Planning Guidance Notebook (ER 1105-2-100).

Six Project Delivery Teams will be engaged to complete the report development. Each team will be lead by a Project Manager from either the USACE or LDNR depending upon which agency is assigned lead role in project development (see table below). For the projects where the New Orleans District carries the lead, teams will include a functional leader from key technical elements including engineering, real estate, economics, and environmental. These team members will serve as assignment developers and reviewers working with a team of contract

employees skilled in each technical area. Additional support will be sought as needed from Parish liaisons, subject matter experts, Office of Counsel, contracting support, program management, public affairs, and the Executive Team.

Study Scope, Schedule and Budget

The scope of planning efforts to develop this feasibility report is driven by the mandated reporting deadlines contained in the Congressional authorizing language. These deadlines recognize, in part, the critical condition of coastal wetlands in Louisiana and the designation of the LCA report completed in 2005 as a “near-term” plan. This Project Management Plan covers each of the six elements identified above. All of these projects are located in central and southeastern coastal Louisiana.

National Environmental Policy Act (NEPA) compliance will be initiated for the feasibility study. Completion of a NEPA document is required for selection of final plan details to be included in the feasibility study report. Each element will be assessed to determine the level of NEPA compliance required for that element. For this study the required documents will be heavily reliant on the information previously developed in the Programmatic Environmental Impact statement for the *Louisiana Coastal Area (LCA)*, *Louisiana Ecosystem Restoration Study*.

The initial estimated budget for this study work is derived from the January 2005 report of the Chief of Engineers covering the LCA near-term plan is \$27.2 million. These numbers are sufficient for purposes of the initial scoping of the feasibility reporting and will be updated with detailed component element costs after an initial project information assessment is conducted. A detailed cost estimate and schedule to complete an initial assessment report for the 6 elements is contained within this PMP. It is assumed that in preparing this assessment and assessing the level of available detail will require approximately two months to update the PMP to further refine the costs and schedule to complete the final report necessary to meet the requirements for a report of the Chiefs of Engineers. The assessment will result in the production of a gap analysis to help guide the remaining required study work needed to achieve a Report of the Chief of Engineers by December 2010. The USACE and CPRA will agree on all cost details for the study elements.

Table 2: LCA Feasibility Study Costs

<b>Project</b>	<b>Projected Study Cost</b>
Multipurpose Operation of Houma Navigation Lock	---
Terrebonne Basin Barrier Shoreline Restoration	\$8,700,000
Small Diversion at Convent/Blind River	\$4,400,000
Amite River Diversion Canal Modification	\$500,000
Medium Diversion at Whites Ditch	\$5,400,000
Convey Atchafalaya River Water to Northern Terrebonne Marshes	\$8,200,000
<b>TOTAL</b>	<b>\$27,200,000</b>

\*Table 2 Note – Chief’s Report did not budget for study of the Houma Navigation Lock

The following table outlines the procedural sequence forecast to execute this LCA Feasibility Report. The overall schedule at this time assumes a FCSA execution in November 2008 and a final report in December 2010. A more detailed schedule for the first 8 months is found in this PMP and this will be refined as well as additional detail provided on the entire schedule in the initial stages of the study and will be done in full coordination with the CPRA.

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Evaluate Final Alternatives Array
Compare Final Alternatives Array
Identify Draft Tentatively Selected Plan
Submit Alternative Formulation Briefing Report to HQ/MVD
Alternative Formulation Briefing
Draft report prepared
Agency Technical Review
Independent External Peer Review
Submit Draft report to public and HQ/MVD for review
Public comment
Respond to Public Comments
Submit Draft Final Report for Washington Level Review
Complete DC Reviews
State and Agency Review
Sign Chief's Report
Transmit Report to ASA(CW)
ASA(CW) Offers Report to OMB for Review
OMB Review Complete
ASA(CW) Submits Chief's Report to Congress

Communication

The USACE Project Management Business Process (ER 5-1-11) will be used to govern all team and leadership communication as well as the engagement of key stakeholders and public customers. In addition, the MVN team will strive to keep the District Support Team and the MVD Regional Integration Team fully engaged in study progress. Communication and reporting will be managed through existing reporting procedures such as the weekly status reports, periodic teleconferences, and the Project Review Board. Schedule modifications will be reported through a systematic and recorded process and will be formally approved at a level commensurate with the nature of the schedule changes.