

**AGREEMENT AMONG  
THE DEPARTMENT OF THE ARMY  
AND  
THE STATE OF LOUISIANA BY AND THROUGH THE COASTAL PROTECTION  
AND RESTORATION AUTHORITY OF LOUISIANA  
AND  
THE LAFOURCHE BASIN LEVEE DISTRICT  
AND  
THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
FOR THE  
DONALDSONVILLE, LOUISIANA, TO THE GULF OF MEXICO  
FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES  
FEASIBILITY STUDY**

THIS AGREEMENT is entered into this 6 day, of July, 2009, by and among the Department of the Army (hereinafter the "Government"), represented by the District Engineer, New Orleans District; the State of Louisiana by and through the Coastal Protection and Restoration Authority of Louisiana (hereinafter "CPRA"), represented by its Chairman; the Lafourche Basin Levee District (hereinafter "Lafourche"), represented by the President of its Board of Commissioners; and the Louisiana Department of Transportation and Development (hereinafter the "LADOTD"), represented by its Secretary.

WITNESSETH, THAT:

WHEREAS, by resolution dated May 6, 1998, docket 2554, the Committee on Transportation and Infrastructure of the U.S. House of Representatives, 105<sup>th</sup> Congress, has requested the Secretary of the Army to review the report of the Chief of Engineers on the Mississippi River and Tributaries, published as House Document 308, 88<sup>th</sup> Congress, 2<sup>nd</sup> Session, and other pertinent reports to determine whether modifications of the recommendations contained therein are advisable at the present time in the interest of flood control, navigation, wetlands conservation and restoration, wildlife habitat, commercial and recreational fishing, salt water intrusion and freshwater and sediment diversion, and other purposes in the area between Bayou Lafourche and the Mississippi River System, from Donaldsonville to the Gulf of Mexico, pursuant to the authority provided by said resolution;

WHEREAS, on February 6, 2002, the Government, LADOTD and Lafourche entered into a Feasibility Cost Sharing Agreement (hereinafter the "Original Agreement") for the conduct of such feasibility study (hereinafter the "Study");

WHEREAS the Coastal Protection and Restoration Authority of Louisiana was established, authorized, and empowered by the State of Louisiana on May 25, 2006, as stated in to La. R.S. 49:213.1(E), to carry out any and all functions necessary to serve as the single state entity responsible to act as the non-Federal sponsor for construction, operation, and maintenance of all hurricane, storm damage reduction, and flood control projects in the greater New Orleans and southeast Louisiana area;

WHEREAS, LADOTD, CPRA and Lafourche desire to have CPRA succeed to and assume the Non-Federal Sponsorship role for which LADOTD has been heretofore responsible;

WHEREAS, the Government and the Non-Federal Sponsors mutually agree to an increase in the estimated Study Costs and desire to amend the Original Agreement, and that certain Project Study Plan and Project Management Plan Revision 1 with the Project Management Plan Revision 2, increasing the cost of the study as outlined herein;

WHEREAS, the Non-Federal Sponsors have the full authority and capability to furnish the non-Federal cooperation and intend to cooperate in cost-sharing and financing required by the Federal legislation authorizing the aforementioned Study and, and are willing to participate in accordance with the terms of the Original Agreement; and

NOW, THEREFORE, the parties agree to modify the aforementioned Resolutions and Original Agreement, as follows:

#### ARTICLE I - OBLIGATIONS OF THE PARTIES

A. Effective on the date of this Agreement, all rights, responsibilities and obligations of the LADOTD, as stated in the aforementioned Resolutions and Original Agreement, as hereinafter modified and amended, shall be transferred to and assumed in full by the CPRA.

B. In Article III.A. of the Original Agreement, the words "As of the effective date of this Agreement" are changed to "As of the 6 day, of July, 2009"; the figure "\$6,934,700" is changed to "\$10,269,987"; the figure "\$3,467,350" is changed to "\$4,849,993"; and the figure "\$394,850" is changed to "\$1,558,997".

C. Throughout the Original Agreement, the term "the PSP" is changed to "the PSP, the Project Management Plan Revision 1, and the Project Management Plan Revision 2".

D. All other provisions of the Original Agreement, as amended, remain in full force and effect.

#### ARTICLE II - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class postage (postage pre-paid), registered, or certified mail, as follows:

**If to the Government:** District Engineer  
U. S. Army Corps of Engineers  
7400 Leake Avenue  
New Orleans, Louisiana 70118

**If to the Non-Federal Sponsors:**

Chairman  
Coastal Protection and  
Restoration Authority  
of Louisiana

1501 North 3rd Street  
Baton Rouge, Louisiana 70802

President  
Board of Commissioners  
Lafourche Basin  
Levee District

Post Office Box 670  
Vacherie, LA 70090

Secretary  
Louisiana Department of  
Transportation and  
Development

P.O. Box 94245  
Baton Rouge, Louisiana 70804

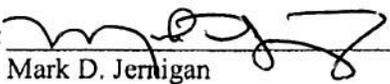
B. A party may change the address or person to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

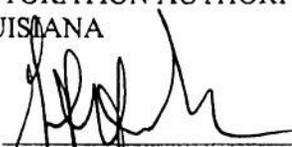
C. Any notice, request, demand, or other communications made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

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

THE DEPARTMENT OF THE ARMY

THE COASTAL PROTECTION AND  
RESTORATION AUTHORITY OF  
LOUISIANA

BY:   
Mark D. Jernigan  
Lieutenant Colonel, U.S. Army  
Deputy Commander

BY:   
Garet Graves  
Chairman

DATE: 6 JULY 2009

DATE: 30 June 2009

LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT

LAFOURCHE BASIN LEVEE DISTRICT

BY:   
William D. Ankner, Secretary

BY:   
Joseph A. Dantin  
President, Board of Commissioners

DATE: 6-30-09

DATE: 07-02-2009