

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF LOUISIANA
FOR
DESIGN
OF THE
MISSISSIPPI RIVER GULF OUTLET ECOSYSTEM RESTORATION,
LOUISIANA PROJECT
(TIER 1 FEATURES)

THIS AGREEMENT is entered into this 22 day of August, 2025, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for New Orleans District (hereinafter the "District Commander"), and the State of Louisiana acting by and through the Coastal Protection and Restoration Authority Board of Louisiana, represented by its Chairman.

WITNESSETH, THAT:

WHEREAS, the Mississippi River Gulf Outlet (MRGO) ecosystem restoration project was authorized for construction by Section 7013(a)(4) of the Water Resources Development Act of 2007, subject to a determination by the Secretary of the Army that the project is cost-effective, environmentally acceptable, and technically feasible;

WHEREAS, the Government completed a feasibility report and environmental impact statement for the Mississippi River Gulf Outlet (MRGO) ecosystem restoration project in June 2012 that describes the federally identified plan to restore the ecosystem affected by the MRGO navigation channel;

WHEREAS, on September 23, 2013, the Secretary of the Army determined that the Tier 1 features of the federally identified plan were cost-effective, environmentally acceptable, and technically feasible (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Federal funds were provided in the Energy and Water Development and Related Agencies Appropriations Act, 2024, Public Law 118-42, to initiate preconstruction engineering and design for the Project;

WHEREAS, notwithstanding Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215(c)), which specifies the cost-sharing requirements generally applicable to design of the Project (hereinafter "Design", as defined in Article I.B. of this Agreement), Section 8341 of WRDA 2022 provides for design and construction of the Project at full Federal expense;

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

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

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means the Tier 1 features consisting of approximately 41 miles of shoreline protection, approximately 14 miles of foreshore protection, including repairs to existing foreshore protection, marsh restoration and nourishment, repairs to approximately 2 miles of existing retention dikes, and recreation facilities, as generally described in the MRGO Ecosystem Restoration Plan, Final Feasibility Report and Environmental Impact Statement, dated June 2012, and approved by the Assistant Secretary of the Army (Civil Works) on September 23, 2013.

B. The term “Design” means perform detailed pre-construction engineering and design, up through preparation of plans and specifications for the initial construction contract for the Project.

C. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

ARTICLE II - OBLIGATIONS OF THE PARTIES

- A. In accordance with Federal laws, regulations, and policies, the Government, subject to the availability of funds, shall undertake the Design, at full Federal expense, using Investigations funds provided by Congress for pre-construction engineering and design.
- B. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

C. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement (PPA) for construction of the Project, the costs incurred by the Non-Federal Sponsor for such investigations shall be eligible for reimbursement pursuant to the terms and conditions of the PPA.

D. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - TERMINATION OR SUSPENSION

If the Government determines at any time that Investigations funds made available for the Design are not sufficient to complete the Design, the Government shall so notify the Non-Federal Sponsor in writing, and upon exhaustion of such funds, the Government shall suspend the Design. The Design will be resumed if additional appropriations are made available.

ARTICLE IV - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE V- DISPUTE RESOLUTION

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 the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.

ARTICLE VI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified or registered mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Chairman
Coastal Protection and Restoration Authority Board of Louisiana
900 North Third Street
State Capitol – 4th Floor
Baton Rouge, Louisiana 70802

If to the Government:

District Commander
New Orleans District
7400 Leake Avenue
New Orleans, Louisiana 70118

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

ARTICLE VIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE IX - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

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

DEPARTMENT OF THE ARMY

COASTAL PROTECTION AND
RESTORATION AUTHORITY BOARD OF
LOUISIANA

BY: 

SCOTTY M. AUTIN
Colonel, U.S. Army
District Commander

BY: 

GORDON "GORDY" DOVE
Chairman

DATE: 22 AUG 25

DATE: 22 AUG 25

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.



GORDON E. DOVE

THE STATE OF LOUISIANA THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD OF LOUISIANA

DATE: August 23, 2025