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
Lafoeurche Basin Levee District (hereinafter “Lafoeurche”), 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, 105th 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, 88th Congress, 2nd
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,
 restrained conservation and restoration, wildlife habitat, commercial and recreational fishing, salt
water intrusion and freshwater and sediment diversions, and other purposes in the area between
Bayou Lafoeurche 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 Lafoeurche 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, 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 _____ day, of __________, 2009”; the figure “$6,934,700” is changed to “$10,269,987”; the figure “$3,967,350” 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

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

DATE: 6 JULY 2009

THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA

BY: _____________________________
Garret Graves
Chairman

DATE: 30 June 2009

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____________________________
William D. Ankner, Secretary

DATE: 6-30-09

LAFOURCHE BASIN LEVEE DISTRICT

BY: _____________________________
Joseph A. Dantin
President, Board of Commissioners

DATE: 07-02-2009