

**COOPERATIVE AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS,  
FEDERAL HIGHWAY ADMINISTRATION,  
AND THE  
THE STATE OF LOUISIANA, ACTION THROUGH THE LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**STATE PROJECT NO. H.972159.1  
FEDERAL AID PROJECT NO H972159.1**

**FOR THE EXPEDITED ENVIRONMENTAL REVIEW &  
ENHANCED RESOURCE AGENCY COORDINATION  
STATEWIDE**

**WITNESSETH, THAT:**

This Cooperative Agreement (Agreement) entered into this 4 day of May, 2018, by and between the State of Louisiana, acting by and through the Department of Transportation and Development (“LADOTD”) represented by its duly authorized Secretary; the Federal Highway Administration (“FHWA”) represented by its Division Administrator; and the United States Army Corps of Engineers Southwestern Division represented by its Division Commander; United States Army Corps of Engineers Mississippi River Valley Division, represented by its Division Commander; United States Army Corps of Engineers, New Orleans District represented by the U.S. Army Engineer, New Orleans District; United States Army Corps of Engineers, Fort Worth District represented by the U.S. Army Engineer, Fort Worth District; United States Army Corps of Engineers, Galveston District represented by the U.S. Army Engineer, Galveston District; and the United States Army Corps of Engineers, Vicksburg District represented by the U. S. Army Engineer, Vicksburg District (collectively “USACE”) sets forth, the responsibilities of the signatories (“Parties”) relative to priority review of Louisiana state highway transportation projects with the goal of achieving timely design and implementation of adequate, safe, environmentally sound, and economical highway transportation improvements, while also assuring such design and implementation is consistent with the protection of rivers, waters, and other natural resources for which the USACE is responsible under Federal statutes and regulations.

**WHEREAS**, this Agreement is entered into under the authority of Section 6002 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, codified in 23 U.S.C. 139(j)); and

**WHEREAS**, the SAFETEA-LU established an environmental review process for transportation projects for which an environmental impact statement or other required National Environmental Policy Act (“NEPA”) document is required to be prepared; transportation projects mean any highway project, any public transportation capital project, and any multimodal project that requires approval from the FHWA or Federal Transit Administration (“FTA”); and

**WHEREAS**, the FHWA has delegated certain environmental responsibilities and authorities to LADOTD including those obligations encompassed in this Agreement; and

**WHEREAS**, because of federal-aid highway funding increases, the LADOTD has increased the number of highway transportation construction projects (“Projects”) the USACE has to review pursuant to federal statutes and regulations including, but not limited to, Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and

**WHEREAS**, the USACE has indicated that due to staff resource constraints, it is currently unable to provide LADOTD with priority review and permitting decisions for the increased number of highway transportation construction projects pursuant to its responsibilities; and

**WHEREAS**, the locations of these LADOTD highway transportation construction projects fall under the jurisdictional areas of four (4) USACE Districts (New Orleans, Vicksburg, Fort Worth, and Galveston); and

**WHEREAS**, the Parties agree that establishing a central USACE point of contact, to be located in the USACE New Orleans District (“MVN”), would create efficiency and expedite the USACE priority permit review and permitting decisions for such Projects; and

**WHEREAS**, the Parties have determined that it would be mutually beneficial to supplement USACE staffing above normal levels which were established at pre-TEA-21 highway program levels; and

**WHEREAS**, the Parties have determined that any supplemental USACE staffing above normal levels would provide priority review of federal-aid highway construction projects contemplated or under design by LADOTD; and

**WHEREAS**, LADOTD is willing to reimburse the USACE for supplemental staffing required to provide these functions; and

**WHEREAS**, the FHWA has indicated and agrees that LADOTD’s apportioned Federal-aid highway funds from the Surface Transportation Program (STP) can be used to support this Agreement and would be eligible for reimbursement at applicable Federal-aid match rates (80% federal funds with a 20% state match); and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the signatory parties to this Agreement concur with the following responsibility and terms.

## I. PARTY OBLIGATIONS

### A. LADOTD Shall:

(1) Program a Federal-aid project to track costs and support state payment, in advance, to the USACE for the costs contemplated by this Agreement, including the following costs and expenses:

(a) Salary and benefits for one (1) full-time USACE employee (meeting the professional standard described in **Attachment A** adjusted annually to cover appropriate salary increases and other pay costs/benefits awarded to the employee at the full performance level of the Federal General Schedule (GS) pay schedule of Fiscal Year 17. An illustrative breakdown of these anticipated costs/benefits is shown in **Attachment B**.

(b) Actual burdened overhead rate carried by the USACE including Special Effective Rate, Departmental Rate, and General Administrative Rate.

(c) Training, travel, and per-diem at Federal government rates, as needed to support the priority review contemplated by the Agreement.

(d) It is anticipated that total funds needed for these services shall not exceed \$604,355 for the contract term of thirty-six months. Actual costs may be less or more than this amount, depending on the amount of travel needed to support the priority review contemplated by this Agreement. LADOTD shall advance payment as necessary; however, total State & Federal **funding will not exceed \$604,355**.

(e) In the event that LADOTD workload allows, USACE funding is available, and the LADOTD Project Manager agrees, the USACE employee may work on assignments other than LADOTD projects and charge that work to the appropriate USACE account. However, it is anticipated that LADOTD workload will be sufficient to cover a full time USACE employee and such work may be performed only if determined by both USACE and the LADOTD to be mutually beneficial to USACE and LADOTD.

(2) Upon receipt of a signed Agreement, the LADOTD shall transmit an advance state payment to USACE in an amount equal to either the annual total of funds needed to support the services contemplated by this Agreement or additional funds needed to fund any modifications. To ensure proper accounting, LADOTD will refer to this Agreement in transmitting payments to USACE.

(3) Review for approval, semiannual USACE submittals of actual account of expenditures for salaries, benefits, travel, and indirect costs as drawn against advance LADOTD payment in support of work contemplated by this Agreement.

(4) If the LADOTD Project Manager agrees with the USACE semiannual account of expenditure as submitted, an approval will be transmitted to the USACE Project Manager within ten (10) working days. If the LADOTD Project Manager disagrees with this submittal, a meeting to

clarify the account of expenditures will be requested within 10 working days. In the event of a disagreement over the account of expenditures, LADOTD pledges to negotiate in good faith towards a reconciliation of the disputed amount.

(5) Reconcile and adjust Federal-aid project funding and/or advance LADOTD payment to the USACE at the point of Agreement extension, modification, or termination and, upon completion of this Agreement, make any adjustments needed in Federal share payable as consistent with 23 U.S.C. 132.

(6) Hold meetings as necessary with the USACE to establish priorities and evaluate work performed under the agreement. Initially, LADOTD and MVN will hold monthly meetings to discuss coordination of expedited review process. After a reasonable start-up period, the scheduling of these meeting may be changed at the discretion of the USACE and LADOTD Project Managers.

b. **USACE Shall:**

(1) Supplement its existing staff in MVN, which currently processes LADOTD projects on a routine basis, with one qualified professional employee as detailed in **Attachment A** ("Professional Standards for Supplemental Staff"), and use the funds provided under this Agreement to pay the costs of this individual's salary, associated benefits and actual burdened overhead rate; and to reimburse travel expenses in accordance with the Federal Travel Regulations, 41 C.F.R. chapter 301, which are incorporated into this Agreement by reference.

(2) USACE shall seek to hire a permanent career professional staff person to undertake work contemplated by this Agreement, and as necessary shall pay all permanent change of station ("PCS") costs associated with filling the position.

(3) The USACE employee shall ensure that 100% of the supplemental staff contemplated by this Agreement is detailed to work on the priority projects identified by LADOTD in accordance with the coordination procedures defined in Article II, below, unless detailing to other projects is agreed to by the LADOTD Project Manager, in accordance with Article I. A.1.e, above.

(4) Shall ensure that the supplemental staff identified in **Attachment A** shall keep daily time records identifying the number of hours spent working on LADOTD projects and any other work tasks such as those listed under Article II, below, relative to coordination and listed in **Attachment C**. These records shall account for 100% of the time worked by supplemental staff, including any time spent on non-LADOTD work. In addition, USACE shall keep accurate and separate accounting records of all receipts and disbursements of all funds received pursuant to this Agreement and produce such records for examination as required by the LADOTD or the FHWA and, except as prohibited by federal law, USACE shall permit extracts and copies to be made by these other signatory agencies or their duly authorized representatives. USACE shall keep records

substantiating hours and costs billed pursuant to this Agreement for a period of at least three (3) years after the final billing is submitted. These records shall be subject to audit by the LADOTD, as appropriate.

(5) Hold meetings as necessary with the LADOTD to establish priorities and evaluate work performed under the Agreement. The scheduling of these meetings may be changed at the discretion of the USACE and LADOTD Project Managers.

(6) Upon receipt of initial advance LADOTD payment, supplement existing staff as expeditiously as possible to support work contemplated by this Agreement.

(7) Provide semiannual accounting records and will return unused funds to the State of Louisiana at project completion or termination.

(8) Provide LADOTD with a biweekly report of active LADOTD projects. The report shall keep record of all USACE actions from LADOTD requests with associated time frames including receipt date, complete application date, and issue/verification date. The report shall be sufficient to provide analysis of the performance measures outlined in Article III.A of this Agreement.

(9) In the event of disagreement over statements of expenditure, negotiate in good faith towards reconciliation of the disputed amount, continue the priority review of highway construction projects throughout negotiations as long as current advance state payment is sufficient to cover costs, and credit LADOTD for any amount determined to be an USACE overcharge.

(10) As necessary, USACE will modify and/or develop internal procedures among USACE Districts to implement this Agreement (**Attachment D**).

c. **FHWA Shall:**

(1) Approve programming a Federal-aid project to accomplish the work contemplated by this Agreement at the applicable Federal-aid reimbursement rate.

(2) Under the authority of 23 U.S.C. 132, reimburse LADOTD the total amount of Federal share payable for any project programmed (including advance payments) to support this Agreement upon obtaining notification of its execution.

## **II. SCOPE:**

a. In the event of conflicting transportation priorities, the LADOTD, in coordination with FHWA, will determine the priority listing of projects for the USACE which will guide the USACE supplemental staff efforts in the priority review process.

b. LADOTD and USACE will hold meetings as necessary to discuss coordination of the priority review process. The scheduling of these meetings may be changed at the discretion of the USACE and LADOTD Project Managers.

c. Both LADOTD and the USACE agree that ready and reasonable access will be provided to working level staff of the other agency in an effort to minimize the need for formal meetings.

d. While the focus will be to review permitting decisions for priority LADOTD projects, USACE supplemental staff may also be involved in other tasks which support agency coordination and which serve to expedite the implementation of the LADOTD's highway transportation construction program and compliance with the statutes and regulations for which the USACE bears responsibility. Examples of other tasks which may be assigned at the request of LADOTD and with concurrence of the USACE include, but are not limited to those listed below and in **Attachment C**:

- (1) Early review of Projects contemplated for programming; and
- (2) Participation in agency scoping activities; and
- (3) Review of data base information relative to permit activities along the LADOTD's highway system; and
- (4) Provide detailed input on alternatives under discussion; and/or
- (5) Review and provide comments on systems-level planning documents.

## **III. PERFORMANCE OBJECTIVES:**

a. The USACE agrees to use reasonable and best efforts to meet the goals established by these performance indicators:

(1) On an annual basis during the terms of this Agreement and any extensions thereof, the LADOTD and USACE will review existing interagency coordination processes and formulate recommendations to streamline permit processing procedures and increase efficiency.

(2) The USACE will use reasonable and best efforts to provide a preliminary response to LADOTD on most environmental documents and return comments to LADOTD within 21 calendar days of USACE's receipt of the LADOTD's document submission. USACE's response to LADOTD will include a status update on the expected level of complexity of USACE review and processing, and the estimated future action that will be needed to be undertaken by USACE to process the permit application. NEPA documents with coordination plans will be reviewed within an expedited timeframe agreed to by the lead, cooperating, and participating agencies in accordance with the terms of the coordination plan.

(3) Engage in early coordination and prioritization of LADOTD transportation project permit applications.

(4) Work to achieve significant improvement of existing processing times for LADOTD actions authorized by general permits (nationwide, regional, programmatic). The USACE will reach a general permit decision within 60 calendar days of receiving a complete application, unless otherwise required by federal regulation or statute or unless the processing of the permit application is delayed awaiting procurement of compensatory mitigation.

(5) The USACE will use its reasonable and best efforts to meet all timelines established by applicable regulations for the individual permits to be processed unless otherwise previously indicated or noted as an exception by USACE. The USACE will issue a written decision on individual permits within 120 days of receiving a complete application from LADOTD or its assigns, unless otherwise required by federal regulation or statute or unless the processing of the permit application is delayed awaiting procurement of compensatory mitigation.

(6) The USACE will issue a written decision to the LADOTD on permit modification requests within 30 calendar days of receiving a complete application from LADOTD or its assigns that does not require a public notice, or within 60 calendar days of receiving a complete application from LADOTD or its assigns that does require a public notice, unless otherwise required by federal regulation or statute or unless the processing of the permit application is delayed awaiting procurement of compensatory mitigation.

(7) The USACE will issue a written decision to the LADOTD on preliminary jurisdictional determination ("PJD") requests within 30 days of receiving a complete wetland data report from LADOTD or its assigns. If the PJD request is accompanied with a request for general permit verification or authorization, USACE will reach a general permit decision within 60 calendar days of receiving a complete application and wetland data report, unless otherwise required by federal regulation or statute or unless the processing of the permit application is delayed awaiting procurement of compensatory mitigation. If the PJD request is accompanied with an individual permit application, USACE will reach an individual permit decision within 120 calendar days of receiving a complete application and wetland data report from LADOTD or its assigns, unless

otherwise required by federal regulation or statute or unless the processing of the permit application is delayed awaiting procurement of compensatory mitigation.

(8) The USACE will inform LADOTD in writing within 3 calendar days if project evaluation and related permit processing may exceed the agreed upon processing times due to atypical circumstances including, but not limited to, federally-required Endangered Species Act coordination, controversial public interest factors, litigation, Section 408 review, etc.

b. The LADOTD agrees to meet the goals established by these performance indicators:

(1) Prepare and submit to USACE a completed permit application together with drawings as currently required by USACE regulations set forth at 33 C.F.R. 325, NWPs, and letters of permission ("LOP").

(2) Provide all information necessary for the timely evaluation and final determination of permit applications by USACE. LADOTD will provide the documentation and information required by USACE within 5 working days of LADOTD's receipt of comments and/or requests for additional information from USACE.

(3) Give full consideration to modifying the submitted permit application in accordance with the comments provided by the USACE or other approving agencies in the course of permit review. If LADOTD elects not to modify the permit application, LADOTD can request USACE to issue a decision or withdraw the permit application.

#### IV. GENERAL TERMS

a. **Length of Agreement.** The term of this Agreement shall be for a period of thirty-six (36) months commencing on May 6, 2018, unless extended or terminated as provided in this Agreement.

b. **Modification and Extension.** This Agreement may be modified, amended, or extended by the mutual agreement of the signatory parties.

c. **Termination.** This Agreement may be terminated by either the LADOTD or the USACE upon sixty (60) calendar days' written notice to the Point of Contact for the signatories to this Agreement, if the Party requesting termination has demonstrated that the other Party is in breach of this Agreement by not substantially fulfilling its obligations under the terms of the Agreement and after being provided with advance written notice by the other Party and being given 30 working days to remedy the default.

d. **Points of Contact/Project Manager.** The Point of Contact/Project Manager for the Agreement are listed below unless such responsibilities are delegated by this individual.

1. **LADOTD:**  
Environmental Engineer Administrator  
Louisiana Department of Transportation and Development  
P.O. Box 94245  
Baton Rouge, LA 70804-9245  
(225) 242-4502 Phone  
(225) 242-4500 Fax
  
2. **USACE:**  
Chief Regulatory Branch  
New Orleans District, US Army Corps of Engineers  
7400 Leake Avenue  
New Orleans, LA 70118  
(504) 862-2255 Phone  
(504) 862-2289 Fax
  
3. **FHWA:**  
Project Delivery Team Leader  
5304 Flanders Drive, Suite A  
Baton Rouge, LA 70808  
(225) 757-7615 Phone  
(225) 757-7601 Fax

e. **Required Clauses.** During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

(1) No member or delegate to Congress, or appointed transportation official or commissioners, shall be admitted to any share or part of this Agreement or any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

(2) The parties agree that in any contracts to be developed and awarded pursuant to this Agreement all designs, plans, specifications, estimates of costs, construction, utility relocation work, right-of-way acquisition procedures, acceptance of work, and procedures in general shall, at all times, conform to the applicable Federal and state laws, rules, regulations, orders, and approvals, including, specifically, procedures and requirements relating to labor standards, equal employment opportunity non-discrimination, compliance with the American with Disabilities Act, anti-solicitation, information, auditing, and reporting provisions.

f. **Continuation of Existing Responsibilities**

(1) The Parties to this Agreement are acting in an independent capacity in the performance of their respective functions under this Agreement, and regardless of the funding source for any Supplemental Staff to be hired by the USACE to support priority review on LADOTD highway transportation construction projects, such staff shall not be construed as an officer, agent or employee of either LADOTD or FHWA.

(2) In no way do the USACE, LADOTD, or FHWA intend to abrogate through this Agreement any obligations or duties to comply with the regulations promulgated under the Endangered Species Act as amended, the Fish and Wildlife Coordination Act as amended, the National Environmental Policy Act, as amended, the Clean Water Act as amended, Section 106 of the National Historical Preservation Act, Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, the Joint Federal Manual for the Identification and Delineation of Wetlands, or any other Federal statute or implementing regulations.

g. **Other Agreements.** This Agreement does not preclude the signatory agencies from entering other inter-agency agreements relative to their respective roles and responsibilities; however, any other agreements should be consistent with this Agreement.

h. **Funding.** The LADOTD shall upon execution of this Agreement by all Parties, and upon subsequent request from USACE, provide USACE payments for activities pursuant to this Agreement to cover the costs identified in this Agreement. The first installment, anticipated payment in year 2018, shall be pro-rated to account for costs to be incurred for the remainder of the Federal Fiscal Year. The second installment payment shall be made on or before October 1, 2018, for expenses to be incurred in following federal fiscal year. The third installment payment will be made on or before October 1, 2019. The fourth and last installment payment, equivalent to the amount necessary to complete the remainder of the term of this Agreement, shall be made on October 1, 2020. The total State and Federal funding for the term of this Agreement shall not exceed the maximum cap as detailed in **Attachment B**. The USACE shall submit payment invoices to LADOTD at least sixty (60) calendar days prior to the payment dates in order that the invoice can be approved by LADOTD and paid by the requested date. Invoices not submitted on time or with the incorrect or incomplete information, will require additional time to process and pay and may not be paid by the requested October 1 date as noted in this Agreement.

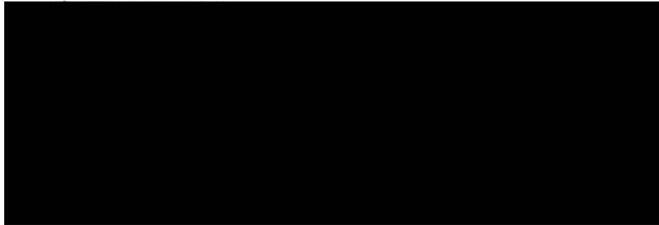
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, which shall become effective on May 6, 2018.

**Signatory Parties**

  
Charles "Wes" Bolinger  
Division Administrator  
Federal Highway Administration

Date: 5-3-2018

**WITNESSES:**

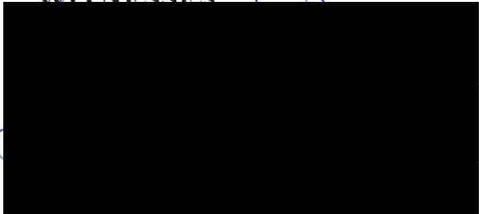




Shawn Wilson, PhD  
Secretary  
Louisiana Department of Transportation & Development

Date: 5-04-18

**WITNESSES:**

  
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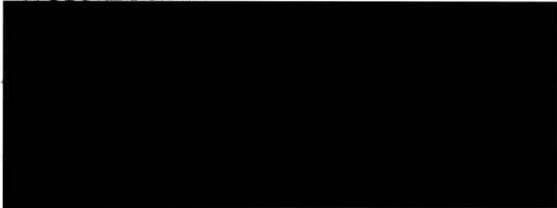
Signatory Parties



Michael N. Clancy  
Colonel, U.S. Army Corps of Engineers  
New Orleans District

Date: 17 April 2018

**WITNESSES:**



**Signatory Parties**

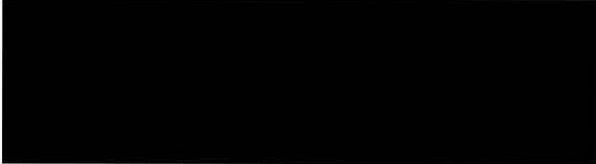


Richard G. Kaiser  
Major General, U.S. Army  
Division Commander, Mississippi Valley Division

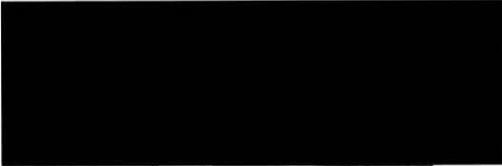
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**WITNESSES:**



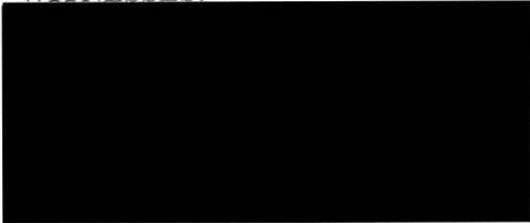
Signatory Parties



Paul E. Owen  
Brigadier General, U.S. Army Corps of Engineers  
Division Commander, Southwestern Division

Date: 20180413

**WITNESSES:**



Signatory Parties



Colonel Michael C. Derosier  
Colonel, U.S. Army Corps of Engineers  
Vicksburg District

Date: 16 APR 2018

**WITNESSES:**



Signatory Parties



Date: 13 April 18

Calvin C. Hudson II  
Colonel, U.S. Army Corps of Engineers  
Fort Worth District

**WITNESSES:**



**Signatory Parties**



Date: 20 APR 18

Lars N. Zetterstrom  
Colonel, U.S. Army Corps of Engineers  
Galveston District

**WITNESSES:**



**ATTACHMENT A**

**Professional Standards for Supplemental Staff**

One (1) specialist with experience and/or education in engineering, biology, natural resources, or other related environmental science. Working knowledge of Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, and the Joint Federal Manual for the Identification and Delineation of Wetlands is essential. In addition, the ability to travel, occasionally overnight, is mandatory. This employee will be qualified to be paid the full performance level of the GS pay schedule of FY 18.

**ATTACHMENT B**

Estimate for 3 Year Employment\*  
 \*May be paid over 4 fiscal years

	<b>SALARY</b>	<b>BENEFITS</b>	<b>OVERHEAD</b>	<b>TOTAL SALARY</b>	<b>Estimated Travel</b>
<b>Year 1 Estimate Based on Federal FY 18 GS Schedule</b>	\$84,960	\$50,976	\$62,024	\$197,960	\$1,500
<b>Year 2 Estimate Based on Federal FY 18 GS Schedule + 1%</b>	\$85,815	\$51,490	\$62,645	\$199,950	\$1,500
<b>Year 3 Estimate Based on Federal FY 18 GS Schedule + 2%</b>	\$86,670	\$52,005	\$63,270	\$201,945	\$1,500

**MAXIMUM CAP:** Year 1 - \$ 199,460, Year 2 - \$ 201,450, and Year 3 - \$ 203,445

Salary and benefits are adjusted annually to cover appropriate salary increases and cost of living allowance (COLA) awarded Federal Government employees.

Above numbers based on:  
 Effective Rate  
 Departmental Rate  
 General Administrative Rate  
 Other as appropriate

### ATTACHMENT C

In order to expedite, implement, and coordinate the LADOTD's highway construction projects, the USACE supplemental staff will accomplish work including, but not limited to, the following tasks:

1. Attend pre-application meetings.
2. Participate in interagency meetings.
3. Comment on project alternatives and provide detail input on alternatives under discussion.
4. Develop and implement programs to increase efficiency of transportation project permit processing, such as wetland mitigation banks, in-lieu fee mitigation agreements, appropriate training of LADOTD personnel in regulatory program requirements, and regional and nationwide general permits.
5. Review transportation plans and programs.
6. Revise and provide comments on systems-level planning documents.
7. Participate in agency scoping.
8. Participate in needs analysis review and comment.
9. Provide permitting review and other assistance.
10. Provide assistance with jurisdictional determinations.
11. Provide assistance with the identification of mitigation options and comment on mitigation plans.
12. Represent USACE at meetings as required/requested.
13. Attend public hearings/meetings as required/requested.
14. Participate in the development/implementation of written LADOTD and USACE guidance.
15. Coordinate and provide training on environmental resources issues.
16. Organize meeting or conference calls to clarify problems at the request of LADOTD or USACE.
17. Participate on Department task forces and field reviews with authority to make routine decisions.
18. Conduct document reviews and draft agency responses within specified time frames, regarding but not limited to:
  - a. Solicitation of views
  - b. Wetland identification and delineation reports
  - c. Wetland functional assessments reports
  - d. Wetland resources and related technical reports
  - e. Project needs document
  - f. Preliminary alternatives reports
  - g. Feasibility reports
  - h. Environmental Impact Statements
  - i. Environmental Assessments
  - j. Categorical Exclusions

- k. Mitigation reports and plans
  - l. Section 404 Individual permit applications
  - m. Nationwide permit applications
  - n. Navigational issues
  - o. Levee issues
19. Perform other related tasks as defined by LADOTD and agreed to by USACE.

## **ATTACHMENT D**

USACE Inter-district Procedures to Implement the “Cooperative Agreement Between the United States Army Corps of Engineers (USACE), the Federal Highway Administration (FHWA), and the Louisiana Department of Transportation and Development (LADOTD) Relative to Federal-Aid Highway Projects in Louisiana (State Project No. H.972159.1; Federal Aid Project No. H972159.1)” (Agreement).

1. **Purpose.** This attachment outlines the agreed procedures that the four (4) USACE districts will follow in implementing the Agreement to ensure maximum consistency within and among districts. For purposes of the Agreement, the home district is the USACE district within which an action occurs. Without notice, these procedures may be changed by USACE if and when it determines changes are necessary.

2. **Points of Contact.** Each district will designate a primary point of contact (POC) to implement the provisions of the Agreement.

a. The New Orleans District POC will be the person selected to fill the position funded under the Agreement and to execute the provisions of the agreement relative to the expediting of LADOTD projects. This POC’s duties will include keeping the other three districts adequately informed of work to be permitted within their boundaries. The New Orleans District POC will meet with representatives of the other three districts and develop methods of inter-district coordination prior to permitting any work within their boundaries. These methods will include addressing impacts of proposed highway projects on USACE facilities and operations in the home district. Also, this POC will, where pertinent, invite the other three districts POCs to all meetings and conferences called for in the Agreement.

b. The Vicksburg, Fort Worth, and Galveston Districts POCs will be individuals familiar with the Agreement and the USACE’s Regulatory Program. They will be the first persons contacted by the New Orleans District POC on matters pertaining to the Agreement with their district.

3. **Responsibilities.**

a. **Permit Review.** New Orleans District will handle all aspects of permit review and decision making on permit applications from FHWA/LADOTD, to include signature authority for the entire State of Louisiana, unless other arrangements are made on a case-by-case basis. Appropriate coordination will be made with Vicksburg, Fort Worth, and Galveston Districts prior to New Orleans District making a decision on applications that fall within their respective boundaries.

b. **Compliance/Enforcement.** The New Orleans District will be responsible for all compliance activities for permits issued under the Agreement. Any reported violations (work performed without proper USACE authorization) should first receive an initial investigation by MVN to determine if the purported violation is a noncompliance issue or an unauthorized enforcement action. If it is an unauthorized action, MVN will contact the Corps district within

which the action occurs. Enforcement actions on unauthorized LADOTD work will be completed by the USACE district within which the work occurs.

c. **Mitigation Bank.** New Orleans District will lead review teams for mitigation banks proposed by LADOTD solely for its use. Vicksburg, Fort Worth, and Galveston Districts will be invited to each have a member on the review team and will provide a copy of the annual reports for each bank. The lead USACE district for other mitigation banks being utilized by LADOTD will be the district in which the proposed bank is located, unless other arrangements are agreed upon by the MVN employee and the home district. The USACE district lead for existing mitigation banks will remain in the home district.

d. **Administrative Appeals.** New Orleans District will support any of its jurisdiction determination and permit decisions associated with the LADOTD actions that are administratively appealed under the USACE appeal process. Depending within which of the USACE Division's boundaries the action being appealed is located, appeals will be submitted to the appropriate Corps Division office.

e. **Section 404(q) Elevations.** New Orleans District will handle all Section 404(q) case specific issues/elevations for projects on which it makes permit decisions under the Agreement.

f. **ORM interface.** To insure each USACE district has the ability to effectively implement and monitor the Agreement, appropriate access will be allowed among the four (4) USACE district's ORM databases and geographic information systems. This will not include the ability for any district to change the data of another district. The home USACE district will report permit decisions on its database.