



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

June 4, 2019

Mr. Jack Montoucet, Secretary
Department of Wildlife and Fisheries
Post Office Box 98000
Baton Rouge, Louisiana. 70898-9000

RE: Letter Agreement – Elmer’s Island Wildlife Complex
Caminada Headland Back Barrier Marsh Creation Increment II Project (BA-0193)
Lafourche and Jefferson Parishes, Louisiana

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CPRA

Dear Mr. Montoucet:

When accepted by you, this letter shall constitute an agreement (“Agreement”) by and between the Louisiana Coastal Protection and Restoration Authority (“CPRA”) and the Louisiana Department of Wildlife and Fisheries (“LDWF”) whereby LDWF authorizes CPRA and its assigns to conduct construction, maintenance, and monitoring operations for the **Caminada Headland Back Barrier Marsh Creation Increment II Project (BA-0193), Lafourche and Jefferson Parishes, Louisiana (“Project”)** located on a portion of the Elmer’s Island Wildlife Complex (the “Complex”), as shown on **Exhibit A**, attached hereto, and made a part hereof this Letter Agreement.

LDWF has no objection to CPRA, or its assigns, proceeding with the proposed Project for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and State (R.S. 49:213-214) law within the Project area shown on **Exhibit A**, and pursuant to the Preliminary Project Description Summary on **Exhibit B**, also attached hereto and made a part hereof, provided, however, that CPRA complies with the following stipulations:

1. CPRA shall abide by the Complex rules and regulations as set forth in LAC 76, unless otherwise agreed to by LDWF, except the limitations as to time and locations of access shall not apply.
2. This Agreement pertains to the portion of the Complex as shown on **Exhibit A**.
3. Prior to any activities on the Complex, CPRA and/or its contractors shall contact Julia Lightner, LDWF Biologist, or her assign(s), at (504) 286-4041 to coordinate Project details. In the event any change or condition should develop that affects the Complex and that would affect CPRA’s ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other. Detailed contact information for both LDWF and CPRA is set forth in the attached **Exhibit C**.

4. Staging or use of project equipment shall not commence without approval of project equipment and access routes by the dedicated LDWF Biologist or her assigns.
5. No activities will be allowed within 1500 feet of nesting bird colonies unless approved by the dedicated LDWF Biologist or her assigns.
6. It shall be the responsibility of CPRA to repair any damages which may occur as a result of the Project.
7. CPRA agrees to defend, indemnify and hold LDWF harmless from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the proposed Project.
8. No activities will be allowed during waterfowl over-wintering seasons unless approved by LDWF.
9. This agreement allows CPRA to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, CPRA will notify LDWF of such modifications and allow LDWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by LDWF. LDWF and CPRA acknowledge that LDWF shall make all determinations for access to and production from mineral leases within the project area, including, if necessary, modifications to project structures which will be made at the sole expense of the mineral lease holder, and which will be designed by LDWF and lease holder in a manner which will not compromise the integrity of the project.
10. As between CPRA and LDWF, CPRA is responsible for all maintenance and repair of all project features. In the event LDWF notifies CPRA that project features require maintenance or repair, and providing that CPRA concurs and has funding available for such maintenance and repair, CPRA may, in its sole discretion, provide such maintenance or repair in a time frame that ensures that the objectives of the project are not compromised.
11. CPRA will provide a fulltime, on-site construction inspector to ensure compliance with the project plans, specs, and the terms and conditions of this Agreement. If, in the opinion of LDWF, CPRA's operations conflict with the plans, specs and/or the terms of this Agreement, LDWF shall contact CPRA, fully describing what is in conflict. CPRA will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to LDWF's satisfaction within two (2) days, LDWF may suspend CPRA's operations until such time that conflict can be appropriately addressed and remedied.
12. In the event any change or condition should develop that affects the Complex and that would affect CPRA's ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other, as set forth in **Exhibit C**.

This Agreement shall become effective upon the signature of LDWF and shall remain in effect for twenty-five (25) years, unless sooner released by CPRA.

CPRA may assign or transfer, in whole or in part, any and all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors in interest, transferees and assigns.

If the foregoing accurately reflects the agreement between CPRA and LDWF relative to the referenced Project activities on the Complex, please evidence your approval by signing the five (5) originals and returning four (4) executed originals to this office. The documents will be recorded in the public records of Jefferson Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

Very truly yours,

**COASTAL PROTECTION AND
RESTORATION AUTHORITY**

WITNESSES:



Print Name: Joann D. Hicks



Print Name: Mary C. Barnes




Lawrence B. Haase
Executive Director

ACKNOWLEDGMENT

STATE OF LOUISIANA

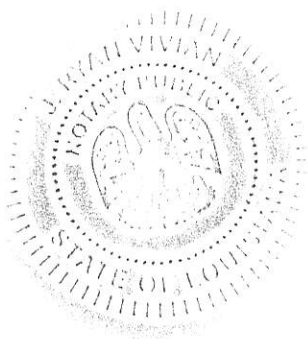
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 10th day of June, 2019, personally came and appeared **Lawrence B. Haase**, to me known, who declared that he is the **Executive Director** of the **Coastal Protection and Restoration Authority, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



Print: J. Ryan Vivian
NOTARY PUBLIC

Notary Number: 33424
My commission expires: Death
(SEAL)



ACCEPTED AND APPROVED THIS 25th DAY OF June 2019.

LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

WITNESSES:

Deborah H. Morris
Print Name: Deborah H. Morris

Wendy Bragdon
Print Name: Wendy Bragdon

Robert E. Shadoin
ROBERT E. SHADOIN
DEPUTY SECRETARY

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

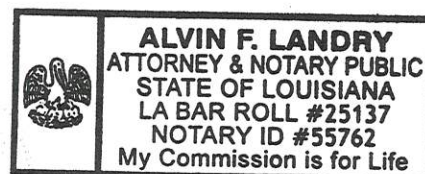
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 25th day of June, 2019, personally came and appeared **Robert E. Shadoin**, to me known, who declared that he is the **Deputy Secretary** of the **Department of Wildlife and Fisheries, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Alvin F. Landry
Print: ALVIN F. LANDRY
NOTARY PUBLIC

Notary Number: _____

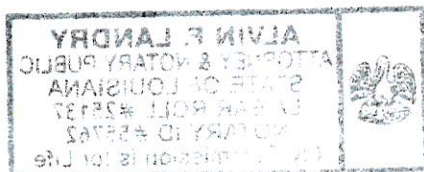
My commission expires: _____

(SEAL)



FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA
11931248 DATE 7/3/2019 1:34:10 PM
JON A. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY

BY 
DEPUTY CLERK & RECORDER
CB BOOK 3423 PAGE 541



List of Exhibits

Exhibit A	BA-0193 Project Area Map
Exhibit B	BA-0193 Project Summary
Exhibit C	Contact Information for LDWF and CPRA

EXHIBIT A

(Map Exhibit Attached)

Exhibit A

Caminada Headland
Back Barrier Marsh Creation
Increment II Project (BA-0193)
Landrights Map
Lafourche and Jefferson Parishes, La



Legend

- Marsh Creation
- Marsh Nourishment/Dewatering Area
- Earthen Containment Dike
- Access Route
- Dredge Pipeline Corridor
- Borrow Area
- Pipeline
- Parish Boundary
- Township/Range
- Section
- Road
- Oyster Lease
- Elmer's Island Wildlife Complex (LDWF)
- Edward Wisner Donation
- State-Claimed Waterbottom
- Claimed by State and Adjoining Landowner

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension.

0 1/4 1/2 1 1 1/2 Miles
0 1/4 1/2 1 1 1/2 Kilometers
1:48,000

Coastal Protection and Restoration
Authority of Louisiana
Imagery: ESRI World
Map Date: April 29, 2019
//2019040223

EXHIBIT B

CAMINADA HEADLAND BACK BARRIER MARSH CREATION INCREMENT II PROJECT (BA-0193) PRELIMINARY PROJECT DESCRIPTION SUMMARY

Federal Sponsor: U. S. Environmental Protection Agency (“EPA”)

Non-Federal Sponsor: State of Louisiana, Coastal Protection and Restoration Authority (“CPRA”)

Project Location: Barataria Basin, Lafourche and Jefferson Parishes, located directly behind Caminada Headland beach east of Bayou Moreau and west of Elmer’s Island

Problem: The Project is located in an especially dynamic area of the Louisiana Coast, experiencing some of the highest shoreline retreat rates in Louisiana averaging 41.4 feet/year over the last century. Between 2006 and 2011 shoreline migration increased dramatically, exceeding 80 ft/yr near Bay Champagne and 110 ft/yr near Bayou Moreau. The increased losses occurred after Hurricanes Katrina and Rita in 2005 as the breaches remained open for an extended length of time, which were then exacerbated by Tropical Storm Fay and Hurricanes Gustav and Ike in 2008. The prolonged breaches greatly increased the net export of sediment from the headland.

Goals: The goals of this project are to: 1) Create and/or nourish 543 acres of emergent back barrier marsh, by pumping sediment from an offshore borrow site; 2) Create a platform upon which the beach and dune can migrate, reducing the likelihood of breaching, increasing the retention of overwashed sediment, improving the longevity of the barrier shoreline, and protecting wetlands and infrastructure to the north and west.

Proposed Solution: Dredged material from the Gulf of Mexico will be pumped into open-water areas which will create 250 acres of back barrier marsh and nourish 293 acres of emergent marsh behind 4 miles of the Caminada Beach. The marsh creation and nourishment cells are designed to minimize impacts on existing marsh and mangroves. Assuming some natural recruitment, vegetative plantings are planned for 50% of the project area, with half planted at TY3 and half at TY5 (if needed). Containment dikes will be degraded or gapped by TY3 for estuarine organism access. The project would result in approximately 160 net acres over the 20-year project life and would work synergistically with Caminada Headland Beach and Dune Restoration Projects (BA-0045 and BA-0143), as well as Caminada Headland Back Barrier Marsh Creation Project (BA-0171).

Project Benefits: In addition to the creation and nourishment of 543 acres of marsh habitat, this project will create a platform upon which the recently completed beach and dune projects (BA-0045 and BA-0143 Caminada Headland Beach and Dune Restoration Projects) can migrate which will reduce the likelihood of breaching, increase the retention of overwashed sediment, improve the longevity of the barrier shoreline, protect existing wetlands and infrastructure to the north and west, and slow the current trend of degradation of the headland.

Project Cost: The total fully-funded cost for the project is approximately \$24.9 million.

Project Status: Engineering and Design is 95% complete.

EXHIBIT C

CONTACT INFORMATION FOR LDWF AND CPRA

Attached to, and made a part hereof, that Letter Agreement for the Caminada Headland Back Barrier Marsh Creation Increment II Project (BA-0193) on the Elmer's Island Wildlife Complex ("Complex"), dated JUNE 4, 2019, by and between the Louisiana Department of Wildlife & Fisheries ("LDWF") and the Louisiana Coastal Protection and Restoration Authority ("CPRA")

LDWF CONTACT INFORMATION:

Julia Lightner, LDWF Biologist
Office of Fisheries
Louisiana Department of Wildlife and Fisheries
P. O. Box 98000
Baton Rouge, Louisiana 70898-9000
Phone: (504) 286-4041
e-mail address: jlightner@wlf.la.gov
Other contact information / requirements:

CPRA CONTACT INFORMATION:

FOR LETTER AGREEMENT ISSUES, CONTACT THE CPRA LAND SECTION:

LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY
CPRA Land Section
Attention: **James Altman**
Land Manager
P.O. Box 44027
Baton Rouge, LA 70804-4027
Phone: (225) 342-1934
e-mail address: james.altman@la.gov

FOR TECHNICAL ISSUES REGARDING THE PROJECT, INCLUDING: CONSTRUCTION EQUIPMENT, PROJECT FEATURES, SITE VISITS, ETC., CONTACT THE CPRA PROJECT MANAGEMENT SECTION:

LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

Project Management Section / Engineering
Renee Bennett, BA-0193 Project Manager
Phone: (225) 342-4592
e-mail address: renee.s.bennett@la.gov
Amanda Taylor, BA-0193 Project Engineer
Phone: (225) 342-9419
e-mail address: amanda.taylor@la.gov
P.O. Box 44027
Baton Rouge, LA 70804-4027

Thibodaux Field Office
Todd Hubbell, BA-0193 Monitoring Manager
1440 Tiger Drive, Suite B
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e-mail address: todd.hubbell@la.gov