

Consultant's
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COOPERATIVE AGREEMENT

BETWEEN

**THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE),
FEDERAL HIGHWAY ADMINISTRATION (FHWA),
AND THE
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD)**

**STATE PROJECT NO. 737-99-1001
FEDERAL AID PROJECT NO. STP-9909(509)
CORPS EXPEDITED ENVIRONMENTAL REVIEW &
ENHANCED RESOURCE AGENCY COORDINATION
STATEWIDE**

PREAMBLE:

This Cooperative Agreement (Agreement) between the Louisiana Department of Transportation and Development (DOTD), the Federal Highway Administration (FHWA), and the United States Army Corps of Engineers (USACE) sets forth the responsibilities of the signatory agencies (Parties) relative to priority review of Louisiana highway projects with the goal of achieving timely design and implementation of adequate, safe, environmentally sound, and economical highway 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));

WHEREAS, because of federal-aid highway funding increases under the SAFETEA-LU, the DOTD has substantially increased the number of highway construction projects the USACE has to review pursuant to federal statutes and regulations including Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act;

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

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

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;

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 DOTD;

Whereas, DOTD is willing to reimburse the USACE for supplemental staffing required to provide these functions;

WHEREAS, the FHWA has indicated and agrees that DOTD'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

WHEREAS, guidance provided by the USACE indicates such agreements and funding transfers must be able to demonstrate an improvement in performance.

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

I. AGENCY RESPONSIBILITIES

A. DOTD 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:

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 NSPS/GS pay schedule of FY 10. 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 \$750,000 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. DOTD shall advance additional state payment as necessary; however, total State funding will not exceed **\$750,000**.

e. In the event that DOTD workload allows, USACE funding is available, and the DOTD Project Manager agrees, the USACE employee may work on assignments other than DOTD projects and charge that work to the appropriate USACE account. However, it is anticipated that DOTD workload will be sufficient to cover a full time USACE employee. This situation would be executed only if beneficial to both agencies.

2. Upon receipt of a signed Agreement/modification, transmit an advance state payment 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, DOTD will refer to this Cooperative 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 State payment in support of work contemplated by Section I.A.1.

4. If the DOTD 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 DOTD 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, DOTD pledges to negotiate in good faith towards a reconciliation of the disputed amount.

5. Reconcile and adjust Federal-aid project funding and/or advance State payment to the USACE at the point of Agreement extension, modification, or termination and, upon completion of this Cooperative 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, DOTD and the USACE MVN will hold monthly meetings to discuss coordination of expedited review process. After a reasonable start-up period, the scheduling of these meetings may be changed at the discretion of the USACE and DOTD Project Managers.

B. USACE Shall:

1. Supplement its existing staff in New Orleans District (MVN), which currently processes DOTD projects on a routine basis, with one qualified professional employee as detailed in Attachment A (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 DOTD in accordance with the coordination procedures defined in Section C.II, below, unless detailing to other projects is agreed to by the DOTD Project Manager, see 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 each specific DOTD project and any other work tasks such as those listed under Section C. 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-DOTD 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 DOTD 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 DOTD, as appropriate.

5. Hold meetings as necessary with the DOTD to establish priorities and evaluate work performed under the agreement. Initially, DOTD and the USACE 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 DOTD Project Managers.

6. Upon receipt of initial advance State 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. 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 DOTD for any amount determined to be an USACE overcharge.

9. 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 DOTD 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 DOTD, 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. Initially, DOTD and USACE will hold monthly meetings to discuss coordination of the priority review process. After a reasonable start-up period, the scheduling of these meetings may be changed at the discretion of the project managers.

C. Both DOTD 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 DOTD projects, USACE supplemental staff may also be involved in other tasks with support agency coordination and which serve to expedite the implementation of the DOTD's highway 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 DOTD 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;
2. Participation in agency scoping activities;
3. Review of data base information relative to permit activities along the state's highway system;
4. Provide detailed input on alternatives under discussion; or,
5. Review and provide comments on systems-level planning documents.

III. PERFORMANCE OBJECTIVES:

A. The USACE agrees to meet the goals established by these performance indicators:

1. The DOTD and USACE will review existing interagency coordination processes and formulate recommendations to streamline procedures and increase efficiency within six (6) months of the time that the supplemental staff reports for duty.

2. The USACE will provide a preliminary response to DOTD on most environmental documents and return comments to DOTD within 21 days of submission to include a status update on the expected level of complexity and the estimated future action that will be needed on the permit. 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. Early coordination and prioritization of DOTD transportation project permit applications.

4. Significant improvement of existing processing times for DOTD actions authorized by nationwide permits (NWP). The USACE will reach a NWP or regional general permit decision on nationwide permits or general permits within 60 days, unless otherwise required by federal regulation or statute.

5. The USACE will meet all timelines established by regulation for the individual permits unless otherwise previously indicated or noted as an exception. The USACE will reach a decision on individual permits with 120 days, unless otherwise required by federal regulation or statute.

6. Within 1-3 days of becoming aware of the issue, the USACE will inform DOTD if project evaluation may exceed agreed processing times due to issues such as federally-required Endangered Species Act coordination, controversial public interest factors, litigation, etc.

B. The DOTD 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), incorporated herein by reference.

2. Provide all information necessary for evaluation of permit applications. DOTD will respond to USACE within 3 to 5 days of receipt of comments or requests for additional information.

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 DOTD elects not to modify the application, they can request USACE to process to a decision or withdraw the application.

IV. GENERAL TERMS

A. Length of Agreement. The term of this Agreement shall run for a period of thirty-six (36) months from the date of signature of the last signing party 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 DOTD or the USACE upon sixty (60) days written notice to the Point of Contact/Project Manager in the other agency if the Party requesting termination has demonstrated that the other agency has not substantially fulfilled the responsibilities and terms of the Agreement after being provided with notice and 30 working days to remedy the situation.

D. Points of Contact/Project Manager. The Point of Contact/Project Manager in each signatory agency is as listed below unless such responsibilities are delegated by this individual.

1. DOTD:
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
P.O. Box 60267
New Orleans, LA 70160-0267
(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

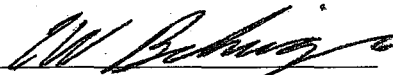
1. The parties to this Agreement are acting in an independent capacity in the performance of their respective functions under this Agreement, and regardless of the funding source for any Supplemental Staff to be hired by the USACE to support priority review on DOTD highway construction projects, such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

2. In no way do the USACE, DOTD, 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.

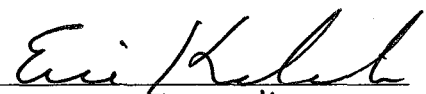
G. **Other Agreements.** This Agreement does not preclude the signatory agencies from entering other inter-agency agreements relative to their respective roles and responsibilities; however, any other agreements should be consistent with this Agreement.

H. **Funding.** The DOTD shall upon execution of this agreement by all parties, and upon subsequent request from USACE, provide USACE payments in advance for activities pursuant to this Agreement to cover the costs identified in this Agreement. The first installment, anticipated payment in year 2010, shall be pro-rated to account for the costs to be incurred for the remainder of the Federal Fiscal Year. The second installment payment shall be made on October 1, 2010, for expenses to be incurred in following federal fiscal year. The third installment payment will be made October 1, 2011. 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, 2012. The total State funding for the term of this Agreement shall not exceed the maximum cap of \$250,000 per year as detailed in Attachment B. The USACE shall submit payment invoices to DOTD at least sixty (60) days prior to the payment dates in order that the invoice can be approved by DOTD 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.

Signatory Participants

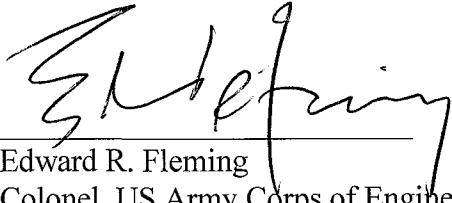

Charles "Wes" Bolinger
Division Administrator
Federal Highway Administration

Date: 5/24/10


for Secretary Sherri H. LoBas
Louisiana Department of Transportation & Development

Date: 5/18/10

Signatory Participant

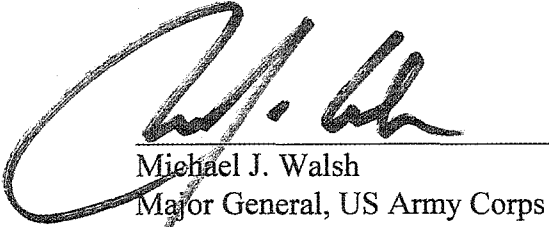


Edward R. Fleming
Colonel, US Army Corps of Engineers
New Orleans District

Date: 5 Nov 2010

Cooperative Agreement
S.P. No. 737-99-1001
F.A.P. No. STP-9909(509)
Corps Expedited Environmental Review &
Enhanced Resource Agency Coordination
Statewide

Signatory Participant




Michael J. Walsh
Major General, US Army Corps of Engineers
Division Commander, Mississippi Valley Division

Date: 23 Aug 2006

Cooperative Agreement
S.P. No. 737-99-1001
F.A.P. No. STP-9909(509)
Corps Expedited Environmental Review &
Enhanced Resource Agency Coordination
Statewide

Signatory Participant

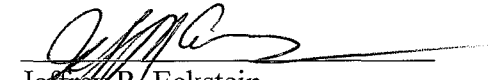


Thomas W. Kula
Colonel, US Army Corps of Engineers
Division Commander, Southwestern Division

Date: 20 Sep 16

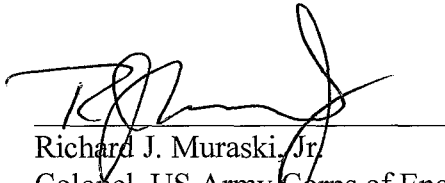
Cooperative Agreement
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Corps Expedited Environmental Review &
Enhanced Resource Agency Coordination
Statewide

Signatory Participant


Jeffrey R. Eckstein
Colonel, US Army Corps of Engineers
Vicksburg District

Date: 12 AUG 2011

Signatory Participant

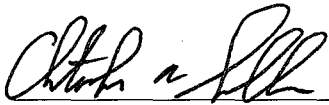


Richard J. Muraski, Jr.
Colonel, US Army Corps of Engineers
Fort Worth District

Date: 25 July 2010

Cooperative Agreement
S.P. No. 737-99-1001
F.A.P. No. STP-9909(509)
Corps Expedited Environmental Review &
Enhanced Resource Agency Coordination
Statewide

Signatory Participant



Christopher W. Sallese
Colonel, US Army Corps of Engineers
Galveston District

Date: 31 Aug 10

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 Federal NSPS pay schedule of FY 09.

ATTACHMENT B

Estimate for 3 Year Employment*

*May be paid over 4 fiscal years

	SALARY	BENEFITS	OVERHEAD	TOTAL SALARY	Estimated Travel
Year 1 Estimate Based on Federal FY 10 NSPS/GS Schedule	\$80,402	\$35,683	\$33,670	\$149,755	\$80,000
Year 2 Estimate Based on Federal FY 10 NSPS/GS Schedule + 4%	\$83,618	\$37,110	\$35,017	\$155,745	\$80,000
Year 3 Estimate Based on Federal FY 10 NSPS/GS Schedule + 8%	\$86,963	\$38,595	\$36,418	\$161,976	\$80,000

TOTAL CAP ON AGREEMENT FUNDS \$250,000 per year

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 DOTD'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 DOTD 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 meeting as require/requested.
13. Attend public hearings/meetings as required/requested.
14. Participate in the development/implementation of written DOTD 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 DOTD 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 DOTD 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 (DOTD) Relative to Federal-Aid Highway Projects in Louisiana (State Project No. 737-99-1001; Federal Aid Project No. STP-9909(509))” (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 DOTD 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 Corps 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/DOTD, 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 DOTD 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 DOTD 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 DOTD 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 DOTD 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.