Managing Complexity: Implementing an Ecosystem Restoration Program*

• Program Implementation Framework
• Program Management Tools
• Lesson Learned

*How I Stopped Worrying and Learned to Love Change and Uncertainty!

Eric L. Bush, USACE, Jacksonville District
Eric.L.Bush@usace.army.mil
904-232-1517
Now what? Implement your program and meet everyone’s expectations!
Everglades Program Implementation

I. Legal /Policy Management
- Federal Laws & Rules
- State Laws & Rules
- Agreements
- Policy Guidance
- SOPs

II. Financial Management
- Cost Estimating
- Budgeting
- Funds Mgt/Tracking
- Cost-Share Management

III. Program Management
- Teams & Meetings
- Scheduling
- Outreach & Strategic Communication
- Dispute Resolution

IV. Science & Adaptive Management
- Goals and Targets
- Monitoring
- Assessment
- Modifications

Life Cycle

Planning → Design → Construction → O&M
I. Legal/Policy

- **Federal Laws**
  - Authorization (WRDAs)
  - Appropriations Acts (*two-year budget cycle*)
  - Regulations
    - Engineer Regulations (http://140.194.76.129/publications/eng-reggs/)
      - ER1105-2-100 (“Planning Guidance Notebook”)
  - Executive Orders
  - **Policy Decisions**

- **State Laws (Florida Statutes)**
  - Budget (*annual*)
  - Rules
    - Florida Administrative Code
  - **Policy Decisions**
Authority

• Authorization by Congress/President to do work (spend $$)
  – Water Resource Development Acts (WRDA)

• Complex; Historical Context

• Everglades Restoration: Study Phase
  – WRDA 1986 (50-50 cost-sharing of Feasibility Studies)
  – WRDA 1992 (Reconnaissance Phase)
  – WRDA 1996 (Feasibility Phase)

• Everglades Restoration: Implementation Phase
  – WRDA 2000: “Approved” Comprehensive Everglades Restoration Plan (CERP)
    • Implementation requirements; established 50-50 cost-sharing partnership for design, construction, O&M
  – WRDA 2007: Authorized 3 CERP projects; new implementation requirements (Peer Review; PPCAs)
Agreements

• “Contracts” containing details of what was authorized
• Define terms of “Partnership” w State of FL (SFWMD)
  – State Laws can affect terms

Design Agreement (May 2000)
  • Program Management Requirements

Master Agreement (Aug 2009)
  • Construction, Transfer, O&M
  • Program-level financial management

Project Partnership Agreements
  • Four agreements executed so far . . .
  • Project-specific requirements

Think about approval requirements & timelines!
CERP Design Agreement

DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR THE DESIGN OF ELEMENTS OF THE
COMPREHENSIVE PLAN FOR THE EVERGLADES AND SOUTH FLORIDA
ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT entered into this 12th day of July, 2000, by and between the Department of the Army (hereinafter the "Government") represented by the Assistant Secretary of the Army (Civil Works) and South Florida Water Management District (hereinafter the "Non-Federal Sponsor") represented by the Chairman of its Governing Board.

WITNESSETH, THAT:

WHEREAS, the Energy and Water Development Appropriations Act for Fiscal Year 2000, Public Law 106-50, included funds for the Government to initiate design (as defined in Article I.B. of this Agreement) of elements of the Comprehensive Plan for the Everglades and South Florida Ecosystem Restoration Project (hereinafter the "Program" as defined in Article I.A. of this Agreement) at South Florida;

WHEREAS, Section 108(c) of Public Law 99-662 (33 U.S.C. Section 2215), provides that the costs of design of a water resources project shall be cost shared in the same percentage as the purposes of the Program; and

WHEREAS, Section 528(e) of the Water Resources Development Act of 1996, Public Law 104-303, and Government policy requires that the Non-Federal Sponsor cost share shall be 50 percent for the Program; and

WHEREAS, Section 208(d) of the Water Resources Development Act of 1999, Public Law 106-53, provides that the Secretary of the Army shall afford credit for work performed by Non-Federal interests at the request of the Secretary of the Army in furtherance of the design of Program features; and

WHEREAS, the Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor shall contribute 50 percent of the financial obligations for design of the Program; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in contributing to the design in accordance with the terms of this Agreement.

Executed May 2000

- Article II: Obligations of the Government and Non-Federal Sponsor
- Article III: Design Coordination Team
- Article V: Dispute Resolution

Prior to WRDA 2000!
CERP Master Agreement
August 2009

MASTER AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR COOPERATION IN
CONSTRUCTING AND OPERATING, MAINTAINING, REPAIRING,
REPLACING, AND REHABILITATING
PROJECTS AUTHORIZED TO BE UNDERTAKEN PURSUANT TO THE
COMPREHENSIVE EVERGLADES RESTORATION PLAN

THIS AGREEMENT is entered into this 13th day of August, 2009, by and
between the DEPARTMENT OF THE ARMY (hereinafter the “Government”), represented by
the Principal Deputy Assistant Secretary of the Army (Civil Works) and SOUTH FLORIDA
WATER MANAGEMENT DISTRICT (hereinafter the “Non-Federal Sponsor”), represented by
the Chair of its Governing Board.

WITNESSETH, THAT:

WHEREAS, construction of the Central and Southern Florida Project for Flood Control
and Other Purposes (hereinafter “C&S Project”) was authorized by Section 203 of the Flood
Control Act of 1948 (62 Stat. 1176), as amended;

WHEREAS, the Comprehensive Everglades Restoration Plan (hereinafter the “CERP”)
contained in the Final Integrated Feasibility Report and Programmatic Environmental Impact
Statement, dated April 1, 1999, was approved with certain changes by the Congress of the United
States (hereinafter the “Congress”) in Section 601 of the Water Resources Development Act
(hereinafter “WRDA”) of 2000, Public Law 106-541, as a framework for modifications and
operational changes to the C&S Project that are needed to restore, preserve, and protect the
South Florida ecosystem while providing for other water-related needs of the region, including
water supply and flood protection;

WHEREAS, Section 601 of WRDA 2000, Public Law 106-541, as amended by Section
6003 of WRDA 2007, Public Law 110-114, specifies that Section 902 of WRDA 1986, Public
Law 99-662, as amended (33 U.S.C. 2280), which establishes the maximum costs of projects
shall apply to each project undertaken pursuant to Sections 601(b) and 601(d) and also shall
apply to the individual project funding limits in Section 601(c)(3)(A) and the aggregate cost
limits in Section 601(c)(3)(B);

WHEREAS, the Government and the Non-Federal Sponsor (hereinafter the “Parties”) have already entered into a Design Agreement for CERP, dated May 12, 2000 (hereinafter the
“Design Agreement”);

Article V: Coordination
• Reiterates parties responsibilities per CERP Design Agreement
• Defines role of Project Managers
• Establishes “Quality Assurance Coordination Team” for construction

Article VIII: Dispute Avoidance and Resolution
• References 2002 Dispute Resolution Agreement
Project Partnership Agreement

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR CONSTRUCTING AND OPERATING, MAINTAINING, REPAIRING,
REPLACING, AND REHABILITATING
PHASE 1 OF THE
SITE 1 IMPOUNDMENT PROJECT

THIS AGREEMENT is entered into this 10th day of June, 2010 by and between
the DEPARTMENT OF THE ARMY (hereinafter the “Government”), represented by the District
Engineer, U.S. Army Engineer District, Jacksonville, and the SOUTH FLORIDA WATER
MANAGEMENT DISTRICT (hereinafter the “Non-Federal Sponsor”), represented by the
Chairman of its Governing Board.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor (hereinafter the “Parties”) entered into an agreement on August 13, 2009 (hereinafter the “Master Agreement”) that sets forth the terms of participation for the construction, operation, maintenance, repair, replacement and rehabilitation of projects implemented under the Comprehensive Everglades Restoration Plan (hereinafter “CERP”) so as to promote uniformity of terms, ease of administration, and efficiency in execution of such projects;

WHEREAS, construction of the Site 1 Impoundment Project at Palm Beach County, Florida was authorized by Section 1001(16) of the Water Resources Development Act of 2007, Public Law 116-114;

WHEREAS, on May 12, 2010, the Assistant Secretary of the Army (Civil Works) approved constructing the Site 1 Impoundment Project in two phases using two separate project partnership agreements;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the “PPA” as defined in Article I.C. of the Master Agreement) for construction of Phase 1 of the Site 1 Impoundment Project (hereinafter the “authorized CERP Project”, as defined in Article 2.1. of this PPA) and the Parties acknowledge that construction of Phase 2 of the Site 1 Impoundment Project is not covered by this PPA and that construction of Phase 2 would be the subject of a future project partnership agreement to be entered into by the Parties;
II. Financial Management

- Based on Legal & Policy Requirements
- Budgeting (Feds: two-year cycle; annual funding)
  - Preparation
  - Defense (Justification)
    - Updated Economic Information
      - Costs, Remaining Benefits
    - Review (negotiation!)
- Appropriations
  - Specific requirements
    - Incremental Funding
- Funds Management
- Accounting & Cost-Share Management
  - Credit
    - Work-in-Kind
    - Real Estate

*Need systems in place to manage!*
budget cycle diagram
III. Program & Project Management

- Project Implementation
  - Project Delivery Teams
- Project Management
- Scope, Schedules, Budget, and Resources
- Issue Identification/Elevation/Resolution
- Strategic Communication & Stakeholder Engagement
- Issue Management/Dispute Resolution

AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY,
THE STATE OF FLORIDA
AND
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR
RESOLVING DISPUTES
UNDER THE
COMPREHENSIVE EVERGLADES RESTORATION PLAN

THIS AGREEMENT is entered into this 9th day of September, 2002, by and among the Department of the Army (hereinafter the “Army”), represented by the Assistant Secretary of the Army (Civil Works), the Director of Civil Works of the U.S. Army Corps of Engineers, the Division Engineer of the South Atlantic Division of the U.S. Army Corps of Engineers, and the District Engineer of the Jacksonville District, U.S. Army Corps of Engineers, and the State of Florida (hereinafter the “State”), represented by its Governor, the Secretary of the Department of Environmental Protection, and the South Florida Water Management District represented by the Chair of its Governing Board and by its Executive Director, hereinafter collectively referred to as the “parties.”

WHEREAS, the Water Resources Development Act of 2000 (P.L. 106-541), Title VI, Comprehensive Everglades Restoration, Section 601(f) Dispute Resolution, provides that the Secretary of the Army and the Governor shall, within 180 days from the date of enactment of this Act, develop an agreement for resolving disputes between the U.S. Army Corps of Engineers (hereinafter “USACE”) and the State associated with the implementation of the Comprehensive Everglades Restoration Plan (hereinafter the “Plan”), including establishing in this Agreement:

(A) a preference for the resolution of disputes between the Jacksonville District of USACE and the South Florida Water Management District;

(B) a mechanism for the Jacksonville District of USACE or the South Florida Water Management District to initiate the dispute resolution process for unresolved issues;
CERP Design Coordination Team (DCT)

• Established by Design Agreement
• Led by Program Managers from Partner Agencies (USACE, SFWMD)
• Forum for:
  – PDTs to identify issues affecting implementation
  – Agencies to share views/concerns
• Program/Project-Specific Guidance
• Forcing Function: keeps visibility on:
  – Schedules
  – Need for timely issue elevation & resolution
Functions of DCT

• Co-chaired by Program Managers
• Oversee *(from Design Agreement)*:
  – Schedules and budgets
  – Plans and specifications
  – Updates to Master Program Management Plan
  – Real Estate requirements
  – Contract scopes-of-work, modifications, and contract costs
  – Program/Project costs and projections
  – O&M needs
  – Science & Adaptive Management (RECOVER)
  – Funding/Work-in-Kind
DCT Program Management Tools

- CERP Guidance Memoranda
  - 38 CGMs issued to date
  - http://www.evergladesplan.org/programs
- Design Criteria Memoranda (DCMs)
Project Schedules

- Project Schedule is controlling management tool
- “P2” is USACE Scheduling Tool
- Activities and Resources scheduled for project lifecycle
- Critical for Budgeting
## SFER Integrated Delivery Schedule

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<td>Lakeside Ranch STA Phase 1</td>
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<td>Long-Term Plan for Achieving Water Quality Goals in the Everglades Protection Area Projects (100% State)</td>
<td>$1,500</td>
<td>✔</td>
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<tr>
<td>EAA Reservoir/STA</td>
<td>TBD</td>
<td>✔</td>
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</table>

- ✔ Projects are currently federal construction.
- 🟢 Projects are currently non-federal construction, subject to change based on further authorization and funding.
- 🟠 Construction has started on these projects.

**Foundation Projects**
- Generation 1 Projects
- Generation 2 Projects
- Generation 3 Projects

**Other Projects**

August 2011
Why Schedules Really Do Matter.

- Accountability
  - Public, Congress, Management, Staff

- Reliable Management Tool
  - Expectation Management

- Reality vs. Hope

- Change Management Process
  - Require buy-in at all levels
When Program Implementation fails to meet expectations...

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

Case Number: 08-1886-CIV-MORENO

UNITED STATES OF AMERICA,

Plaintiff,

v.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT et al.,

Defendants

UNITED STATES OF A
Plaintiff.

v.

SOUTH FLORIDA MANAGEMENT
Defendants

REPORT OF THE SPECIAL MASTER (AUGUST 30, 2010)

By its "Order Granting Motion to Adopt the Special Master's Report, Motion Seeking Declaration of Violations, and Motion for Declaration of Breach of Commitments" dated March 31, 2010 ("March 31 Order"), the Court referred a number of issues to the Special Master. This Report addresses one of those issues: the construction of the Everglades Agricultural Area (EAA) A-1 Reservoir. In the March 31 Order, the Court ordered the A-1 Reservoir to be constructed in the absence of an amendment to the Consent Decree "to deal with changed circumstances and opportunities" (March 31 Order, p. 19-20).1

1 The remaining tasks are (1) to recommend realistic, mutually-agreed deadlines, as necessary, for the projects listed on Appendix A to the Special Master's July 5, 2006 Report to the Court and, if appropriate, to evaluate the effectiveness of any projects that may no longer be effective remedies; (2) to hold an evidentiary hearing to address issues first questions (c) compliance with the Consent Decree's Land Reduction Requirements; (b) whether the phosphorus reductions in the EAA constitute a violation of Appendix A of the Consent Decree; (c) whether the State Parties are violating the Consent Decree by any employing FSTTA technology as a viable tool to prevent future violations; (d) whether discharges into the Western Basin constitute a violation of the Consent Decree; and (e) whether the Consent Decree requires that phosphorus discharges be "as opposed to the 17 ppm goal"; and (3) to hold a...
Questions?