

Comment [B1]:

DISCUSSION DRAFT
September 23, 2009

MEMORANDUM OF AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS,
THE GREATER NEW ORLEANS EXPRESSWAY COMMISSION, THE
COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA
AND THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LAKE PONTCHARTRAIN EXPRESSWAY AND
SOUTHERN TOLL PLAZA
ORLEANS AND ST. TAMMANY PARISHES, LOUISIANA

Whereas, Hurricane Katrina and Hurricane Rita resulted in major damage to the Federal and non-Federal Hurricane and Storm Damage Risk Reduction System (HSDRRS) in Louisiana in August and September 2005; and

Whereas, the United States Army Corps of Engineers (USACE) has been working with state and local officials to restore the Federal and non-Federal HSDRRS projects and related works in affected areas since the disasters; and

Whereas, USACE is undertaking the construction of levee and floodwall improvements for the Jefferson East Bank Project as part of the HSDRRS; and

Whereas, the environmental assessment of the Jefferson East Bank Project is being studied under the emergency alternative arrangements approved by the Council on Environmental Quality for the HSDRRS and will appear in Individual Environmental Report #3 and Supplemental Individual Environmental Report #3; and

Whereas, the Lake Pontchartrain Expressway and southern Toll Plaza have been determined eligible for listing on the National Register of Historic Places; and

Whereas, USACE has consulted with the Louisiana State Historic Preservation Officer (LASHPO) pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §470f) and determined that the undertaking will have an adverse effect on the Lake Pontchartrain Expressway and southern Toll Plaza; and

Whereas, USACE has notified the Alabama Coushatta Tribe of Texas, the Caddo Nation of Oklahoma, the Chitimacha Tribe of Louisiana, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Quapaw Tribe of Oklahoma, the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, and the Tunica-Biloxi Tribe of Louisiana, of the current Undertaking and the Tribes have declined to participate; and

Whereas, USACE has identified the consulting parties and invited them to participate in the Section 106 process (Attachment 2); and

47 **Whereas**, in accordance with 36 CRF Part 800.6(a)(1), USACE notified the Advisory
48 Council on Historic Preservation (ACHP) of the USACE's adverse effect determination
49 with specified documentation, and the ACHP has declined to participate in this
50 Memorandum of Agreement (MOA) (Attachment 3); and

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52 **Whereas**, the Greater New Orleans Expressway Commission (GNOEC) and the Coastal
53 Protection and Restoration Authority (CPRA) has been invited to participate as Signatory
54 Parties to this MOA, and have agreed to participate; and

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56 **Whereas**, USACE has identified measures in this MOA to mitigate this adverse effect
57 caused by the construction of the Jefferson East Bank Project;

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59 **NOW, THEREFORE**, the USACE, GNOEC, CPRA and the LASHPO agree that the
60 Undertaking shall be implemented in accordance with the following stipulations in order
61 to take into account the effect of the Undertaking on historic properties.

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63 **STIPULATIONS**

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65 USACE, in coordination with LASHPO, GNOEC and CPRA shall ensure that the
66 following measures are carried out;

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68 **I. RECORDATION TREATMENT MEASURE**

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70 A. Prior to any modification of the western span of the Lake Pontchartrain
71 Expressway and the demolition and/or removal of any building or structure
72 located in the southern Toll Plaza, USACE will document the last 500 feet of the
73 western span of the Lake Ponchartrain Expressway, the concrete canopy with the
74 original "Lake Pontchartrain Causeway" sign, the toll booth located under the
75 canopy, the administration office building, and the police department building.
76 The recordation will proceed in accordance with the guidelines listed below, will
77 include digital photography and narrative reports, and be performed by, or under
78 the direct supervision of, an individual who meets the Secretary of the Interior's
79 Professional Qualification Standards (48 FR 44716) for history, architectural
80 history, or historic architecture.

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81 i. At a minimum, the photographs will document setting, elevations and
82 character-defining architectural features of the span, structures, and
83 building listed in Section I.A., above. Digital photography will comply
84 with the following requirements:

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85 a. Image files must be saved as Tagged image or RAW format files
86 using high quality compression settings. These files must be
87 transferred as first generation Tagged Image for RAW format files
88 that have not been degraded in quality by multiple revisions and
89 resaving. The images must be formatted on archival quality CDR
90 media.

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91 b. Digital camera files must be captured as 6 megapixel files or
greater with a minimal pixel array of 3000 x 2000 pixels.

- 92 c. Color images must be produced in RGB (Red Green Blue) color
 93 mode as 24bit or 48bit color files.
 94 d. Photographic prints must comply with the National Park Service
 95 (NPS) March 2005 photography policy regarding photographic
 96 printing.
 97 e. The photographs must meet the NPS 75 year permanence standard.
 98 f. Paper prints will be produced in accordance with the NPS
 99 guidelines for "Acceptable Ink and Paper Combinations for Digital
 100 Images."
 101 g. The backs of each print will be labeled in soft pencil with the
 102 following information:
 103 1. Building Name,
 104 2. Address,
 105 3. Date of Photograph,
 106 4. Description of view including direction of camera,
 107 5. Number of image in photographic set,
 108 6. Name of Photographer,
 109 7. Repository of CDR media.
- 110 ii. USACE will prepare a narrative history commensurate with the
 111 significance of the Lake Pontchartrain Expressway and southern Toll
 112 Plaza. This narrative will address site specific history, significant
 113 engineering technologies and the significant associations to the State of
 114 Louisiana.
- 115 iii. USACE will prepare four sets of documents (including photographic
 116 prints, CD-ROM containing the digital versions of the photographs and
 117 the electronic survey). USACE will submit two of the four sets to
 118 LASHPO. USACE will submit one set to the Jefferson Parish Library and
 119 one set to the St. Tammany Parish Library.
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121 II. PUBLIC INTERPRETATION TREATMENT MEASURE

- 122 A. USACE in consultation with LASHPO will erect a Louisiana Historical Marker
 123 interpreting the history of the Lake Pontchartrain Expressway and southern Toll
 124 Plaza. The marker's historic narrative will be developed by USACE based on the
 125 narrative histories developed for the Recordation Treatment Measure.
- 126 B. USACE in consultation with LASHPO, GNOEC, and CPRA will place the
 127 marker at an appropriate location at or near the Expressway or the canopy's new
 128 location.
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131 III. CANOPY RELOCATION TREATMENT MEASURE

132 The USACE, in consultation with GNOEC, will design and construct a new replacement
 133 canopy in a location agreed upon by USACE and GNOEC. The new canopy will span
 134 the northbound roadway and replicate the function of the original canopy including the
 135 display of the "Lake Pontchartrain Causeway" historic signage. The original sign
 136 components will be preserved prior to demolition of the original canopy and placed on
 137 the new canopy once constructed.

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IV. DISPUTE RESOLUTION

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A. Should any Signatory Party object within 15 days to any plans, specifications, or actions provided for review pursuant to this Agreement, USACE will consult further with the LASHPO and Signatory Parties to seek resolution. If USACE, LASHPO and Signatory Parties determine that the objection cannot be resolved, USACE shall forward all documentation relevant to the dispute to the ACHP within 15 days after receipt of all pertinent documentation. The ACHP will either 1) provide USACE with recommendations, which USACE will take into account in reaching a final decision regarding the dispute; 2) notify USACE that it will formally comment, pursuant to the dispute; or 3) notify USACE that it will not comment. Any recommendations or comment provided by ACHP will be interpreted to pertain only to the subject matter of the dispute, and USACE's responsibility to carry out all other actions under this Agreement not subject to the dispute will remain unchanged.

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B. At any time during the implementation of the measures stipulated in this Agreement, should an objection to any measure or its manner of implementation be raised by a Signatory Party, USACE shall take the objection into account and consult as needed with the Signatory Party and LASHPO to address and resolve the objection.

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V. MONITORING

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A. LASHPO may monitor any activities carried out pursuant to this Agreement, and ACHP may review any activities, if requested, USACE will cooperate with the LASHPO in carrying out such monitoring and review responsibilities, and will maintain records that document compliance with the terms of this Agreement for all elements of the undertaking covered by this Agreement.

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VI. AMENDMENTS

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A. Any Signatory Party to this Agreement may request in writing that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.6 (c)(7) to consider such amendment. No Amendment will be effective unless it is executed by all Signatory Parties.

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VII. TERMINATION

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A. Any Signatory Party to this Agreement may terminate the Agreement by providing 30 days written notice to the other Signatory Parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination.

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B. This Agreement will remain in effect from the date of execution, or until the work described herein has been completed.

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VIII. DURATION

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If measures specified in the previous sections have not been implemented by January 1, 2011, the USACE, LASHPO, GNOEC, CPRA and the ACHP shall review this MOA to

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183 determine whether revisions area needed. If revisions are needed, USACE, GNOEC,
184 CPRA and the ACHP will consult with 36 CFR Part 800 to make such revisions.

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186 **IX. EFFECTIVE DATE AND IMPLEMENTATION OF MOA**

187 This MOA shall become effective immediately upon signature by the Signatory Parties.
188 USACE shall provide each Signatory Party with a complete copy of the MOA including
189 all executed signature pages.

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191 **X. EXECUTION AND IMPLEMENTATION**

192 Execution of the Memorandum of Agreement is evidence that USACE has afforded the
193 ACHP a reasonable opportunity to comment on the Undertaking and its effects on
194 historic properties, that USACE has taken into account the effects of the Undertaking on
195 historic properties, and that USACE has satisfied its responsibilities under Section 106 of
196 the National Historic Preservation Act and applicable implementing regulations.

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198 **SIGNATORIES**

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200 United States Army Corps of Engineers

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202 _____ Date: _____

203 Alvin B. Lee
204 Colonel, US Army
205 District Commander

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209 Louisiana State Historic Preservation Officer

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211 _____ Date: _____

212 Scott Hutcheson, Assistant Secretary

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216 Greater New Orleans Expressway Commission

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218 _____ Date: _____

219 Carlton Dufrechou, General Manager

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223 Coastal Protection and Restoration Authority of Louisiana

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225 _____ Date: _____

226 Garrett Graves, Chairman

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229	Attachment 1, Glossary
230	Attachment 2, List of Consulting Parties
231	Attachment 3, Letter from ACHP declining participation

DRAFT