

1 **Working Draft**

2
3 **Programmatic Agreement**

4 **Among**

5 **The United States Army Corps of Engineers,**
6 **Louisiana State Historic Preservation Officer,**

7 **And**

8 **The Advisory Council on Historic Preservation**

9 **Regarding the**

10 **Lake Pontchartrain & Vicinity and**

11 **West Bank & Vicinity**

12 **Hurricane Protection Projects**

13
14
15 WHEREAS, Hurricane Katrina and Hurricane Rita resulted in major damage to the
16 Federal and non-Federal flood control and hurricane damage reduction systems in
17 Louisiana in August and September 2005; and

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19 WHEREAS, the United States Army Corps of Engineers (USACE) has been working
20 with state and local officials to restore the Federal and non-Federal flood control and
21 hurricane and storm damage reduction projects and related works in affected areas since
22 the disasters; and

23
24 WHEREAS, a USACE goal, for completion by 2010, will raise the level of protection in
25 the New Orleans area to a new standard and will provide a level of security to residents
26 and businesses that will allow and encourage return to and rebuilding of the area; and

27
28 WHEREAS, Public Law 109-234, 4th and 5th Supplemental Authority and Funding to
29 address the emergency directs the Secretary of the Army, through the Chief of Engineers,
30 to raise levee and floodwall heights and otherwise improve the existing 186 miles of
31 levees and floodwalls for the Lake Pontchartrain & Vicinity (LPV) and the West Bank &
32 Vicinity (WBV) hurricane and flood protection projects to provide a level of protection
33 necessary for landowners to participate in the National Flood Insurance Program; and

34
35 WHEREAS, the projects will be implemented with funds appropriated by Congress for
36 Flood Control and Coastal Emergencies related to Hurricane Katrina in the area covered
37 by the disaster declaration made by the President under the Robert T. Stafford Disaster
38 Relief and Emergency Assistance Act, P.L. 93-288,88 Stat 143, and amended (42 U.S.C.
39 sec. 121 et seq); and

40
41 WHEREAS, the USACE has elected to fulfill its obligations under Section 106 of the
42 National Historic Preservation Act of 1966, as amended through the execution and
43 implementation of this Programmatic Agreement (Agreement) as provided in 36 CFR
44 Part 800; and

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1 WHEREAS, the USACE has negotiated Emergency Alternative Arrangements through
2 the Council on Environmental Quality in compliance with the National Environmental
3 Policy Act (NEPA) for proposed actions with significant environmental effects that
4 respond to the emergency, pursuant to 40 CFR 1506.11; and
5

6 WHEREAS, the LPV and WBV projects, being deemed emergencies by the USACE and
7 the timely completion of the work being critical to the future of New Orleans, the
8 Emergency Alternative Arrangements to NEPA will allow actions to be evaluated and
9 decisions made on portions of the overall system that have independent utility for
10 reducing flood risk prior to the completion of a system-wide analysis, and
11

12 WHEREAS, the LPV and WBV projects applying the Emergency Alternative
13 Arrangements have been divided initially into twenty-one (21) distinct Actions for
14 reducing flood risk that will be evaluated through Individual Environmental Reports
15 (IER) and cumulatively evaluated in a Comprehensive Environmental Document (CED);
16 and
17

18 WHEREAS, the USACE has initially identified twenty-one (21) distinct Actions, which
19 may be supplemented during the course of project implementation with additional
20 Actions, as seventeen (17) Actions to raise existing levees, two (2) Actions to obtain
21 borrow material for levee construction, and two (2) Actions to mitigate effects to
22 wetlands; and
23

24 WHEREAS, the USACE, the Advisory Council on Historic Preservation (ACHP),
25 Louisiana State Historic Preservation Officer (LA SHPO), Tribal Historic Preservation
26 Officers (THPO) and Indian Tribes as defined under 36 CFR 800.2(c)(1) and (2), and
27 other appropriate consulting parties have consulted to develop this Agreement to define
28 efficient and cost effective processes and protocols for taking into consideration the
29 effects of the LPV and WBV projects upon historic properties pursuant to 36 CFR
30 800.14(b) consistent with the Emergency Alternative Arrangements to NEPA and in the
31 public interest; and
32

33 WHEREAS, the USACE, in consultation with the appropriate State Historic Preservation
34 Officer (SHPO), Tribal Historic Preservation Officers (THPO) and Indian Tribes as
35 defined under 36 CFR 800.2(c)(1) and (2), and other appropriate consulting parties
36 proposes to fulfill its responsibilities under Section 106 of the National Historic
37 Preservation Act of 1966 in accordance with 36 CFR 800 regarding off-site borrow areas
38 located in states other than Louisiana, if fill material from such off-site borrow areas is
39 found to be necessary to the LPV and WBV projects; and
40

41 WHEREAS, the USACE acknowledges federally recognized Indian Tribes as sovereign
42 nations which have a unique government-to-government relationship with the federal
43 government and its agencies; USACE further acknowledges its Trust Responsibility to
44 those federally recognized Indian Tribes; and
45

1 WHEREAS, the USACE, has notified affected Indian Tribes and shall fulfill its tribal
2 consultation responsibilities through ongoing consultation with Indian Tribes that attach
3 religious and cultural significance to historic properties that may be affected by the
4 undertaking; and

5
6 WHEREAS, the USACE has decided that it will invite any interested Indian Tribe to sign
7 this programmatic agreement as a Concurring Party; and

8
9 WHEREAS, the USACE, in coordination with LA SHPO, has taken appropriate
10 measures to identify other consulting parties and to invite such parties to participate in the
11 development and execution of this Agreement; and

12
13 WHEREAS, the Louisiana Coastal Protection and Restoration Authority (CPRA) has
14 been invited to be a concurring party to this Agreement; and

15
16 WHEREAS, the USACE has requested the participation of local governments and the
17 public by mail and through public meetings held in conjunction with the Emergency
18 Alternative Arrangements to NEPA during the development of this Agreement and will
19 take appropriate steps to involve and notify those parties, as appropriate, during the
20 implementation of the terms of this Agreement; and

21
22 NOW, THEREFORE, the USACE, ACHP, and LA SHPO agree that the implementation
23 of the following stipulations will evidence that the USACE has taken into account the
24 effects of the LPV and WBV projects upon historic properties.

25
26 STIPULATIONS

27
28 The USACE shall adhere to the process and protocols set forth in this Agreement.

29
30 I. Tribal Consultation

31
32 A. The USACE shall conduct government-to-government consultation with
33 Indian Tribes that attach religious and cultural significance to historic
34 properties that may be affected by the undertaking.

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36 B. The USACE will develop protocols with Indian Tribes with cultural,
37 religious, and/or ancestral ties to the Gulf Coast Region to facilitate
38 tribal consultation regarding the potential effect of the LPV and WBV
39 projects on properties with tribal cultural or religious significance. The
40 USACE shall provide Indian Tribes with copies of all plans,
41 determinations, and findings provided to the LA SHPO to assist the
42 Indian Tribes in identifying activities that may be of interest.

43
44 C. Pursuant to this Agreement, the USACE will develop consultation
45 protocols with each Indian Tribe, as requested, within ninety (90) days

1 of the execution of this Agreement unless that timeframe is modified by
2 mutual agreement.

- 3 D. The USACE has invited the Mississippi Band of Choctaw Indians,
4 Seminole Nation of Oklahoma, Chitimacha Tribe of Louisiana, Jena
5 Band of the Choctaw Indians, Seminole Tribe of Florida, Coushatta
6 Tribe of Louisiana, Choctaw Nation of Oklahoma, Caddo Nation of
7 Oklahoma, Alabama Coushatta Tribe of Texas, Tunica-Biloxi Tribe of
8 Louisiana, and the Quapaw Tribe of Oklahoma to consult in the
9 development of the Programmatic Agreement. The Mississippi Band of
10 Choctaw Indians has participated in the development of the
11 Programmatic Agreement and will sign the Programmatic Agreement as
12 a Concurring Party. The USACE will provide all invited Indian Tribes
13 with a copy of the Final Programmatic Agreement and will invite them
14 to sign the Final Programmatic Agreement as a Concurring Party.
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16
17 II. Public Disclosure

- 18
19 A. The USACE, in coordination with the LA SHPO, shall identify and
20 provide members of the public likely to be interested in the effects of the
21 projects upon historic properties with a description of the undertakings
22 and the provisions of the Programmatic Agreement.
23

24 III. Public Involvement

- 25
26 A. The USACE, in coordination with the Scoping Process defined under the
27 Emergency Alternative Arrangements, will host public meetings to keep
28 the public advised of the progress of the LPV and WBV projects. The
29 public will be afforded an opportunity for verbal comment during the
30 meetings and to submit written comments within fifteen (15) days of
31 each meeting.
32
33 B. The USACE will establish and maintain a web page that provides details
34 on the evaluation of each Action of the Undertaking. Data will be
35 included on the status of identification and evaluation efforts, USACE
36 determinations of effect with summary justification, and proposed
37 mitigation, as appropriate. Written public comments will be solicited for
38 a period of fifteen (15) days of the web posting of each USACE
39 determination of Action effect. The USACE will consider all comments
40 received during the public comment period. A summary of substantive
41 issues identified in written public comments and agency actions to be
42 taken in response to those comments will be posted on the web site
43 within ten (10) days of the close of the public comment period.
44

45 IV. Other Consulting Parties
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- 1 A. The USACE, in coordination with LA SHPO, will continue efforts
2 during the duration of this Agreement to identify other parties with
3 demonstrated interests in preservation issues and invite them to
4 participate as consulting parties.
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6 B. The USACE, will document the consulting parties in the consultation
7 process for each of the IERs and maintain it as part of the project record.
8
9 C. If any dispute arises about the right to be recognized as a consulting
10 party, the USACE will contact the ACPH and provide all appropriate
11 documentation. The ACHP will participate in the resolution of the issue.
12
13

14 V. Identification, Evaluation, Assessment of Effects Determinations
15

- 16 A. In coordination with the LA SHPO and Indian Tribes, the USACE will
17 develop protocols for the identification and evaluation of historic
18 properties covered under the terms of this Agreement appropriate to low,
19 and high areas of sensitivity, as defined below in Stipulation V.C. Such
20 protocols also will address applicable professional standards,
21 documentation requirements for LA SHPO submissions, review
22 procedures, and the involvement of consulting parties. Identification and
23 evaluation protocols will be developed within ninety (90) days of the
24 execution of this Agreement unless that timeframe is modified by
25 mutual agreement.
26
27 B. The USACE, in consultation with the LA SHPO and Indian Tribes, will
28 define and document the area of potential effect (APE) for each activity
29 area based on the nature of the proposed construction, existing
30 information on the presence or absence of historic properties, the types
31 of historic properties expected to be encountered, the physical
32 characteristics of the project area and vicinity, and the religious and
33 cultural significance of the project area to Indian Tribes. The APE
34 associated with each activity area will anticipate the potential for direct,
35 indirect, and cumulative effects upon historic properties. Identification
36 and evaluation efforts will be limited to the APE once that APE is
37 approved by the LA SHPO and Indian Tribes who have signed this
38 agreement.
39
40 C. Predictive models delineating the potential (no, low, or high) for
41 architectural and archeological resources meeting the criteria for
42 eligibility of the National Register of Historic Places (36 CFR 60) will
43 be developed for the APE of each activity area. These predictive models
44 will be developed by Architectural Historians, Historians, and
45 Archeologists who possess the professional qualifications established by
46 the Secretary of the Interior (36 CFR Part 61), in consultation with the

1 LA SHPO and Indian Tribes, and will be based on all available
2 information related to the APE, including previous investigations, on-
3 going work, land use history, current physical characteristics, and tribal
4 consultation.
5

6 D. The USACE will submit management summaries to the LA SHPO and
7 Indian Tribes summarizing the results of the identification and
8 evaluation efforts for review and comment. The LA SHPO will expedite
9 review of such management summaries in accordance with the
10 established protocols.
11

12 E. In the event of disagreement between the USACE, LA SHPO, and/or
13 Indian Tribes on the eligibility of a property for listing in the National
14 Register of Historic Places under 36 CFR 60, the USACE shall request a
15 formal determination of eligibility for that property from the Keeper of
16 the National Register of Historic Places (Keeper). The determination by
17 the Keeper will serve as the final decision regarding the National
18 Register eligibility of the property.
19

20 F. All standard response timeframes established under 36 CFR 800 will
21 apply during the interim period between the execution of this Agreement
22 and the adoption of identification and evaluation protocols, unless
23 otherwise agreed by the LA SHPO, THPO, and Indian Tribes. The
24 USACE may request expedited review of the LA SHPO and Indian
25 Tribes on a case by case basis during the interim period.
26

27 VI. Coordination of Effects Determinations 28

29 A. Consultation under this Agreement will be concluded for USACE
30 findings of *no historic properties affected* when the LA SHPO, Indian
31 Tribes, and other concurring parties have reviewed the written
32 documentation and concur with the USACE finding, and subject to the
33 provisions of this Agreement.
34

35 B. The USACE shall evaluate effects of an Action on historic properties in
36 a holistic manner and will not segment activities. In the event the
37 USACE determines that any aspect of the Action will have an effect or
38 adverse effect on a historic property within the Action's APE, the entire
39 Action will be reviewed accordingly.
40

41 C. Following submission of written documentation to the LA SHPO, Indian
42 Tribes, consulting parties and public, the USACE may propose a finding
43 of *no adverse effect with conditions* when conditions are imposed, as
44 appropriate. Such conditions may include, but are not limited to:
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- 46 1. Avoidance and/or preservation in-place of historic properties;

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2. Unavoidable visual effects to historic properties in cases where reasonable and practicable efforts to screen views are considered and implemented;
3. Modifications or conditions to ensure consistency with the Secretary of Interior's *Standards for the Treatment of Historic Properties* and applicable guidelines.

D. The LA SHPO, Indian Tribes, and consulting parties shall be afforded the opportunity to review and concur with USACE's findings of *no historic properties affected* and findings of *no adverse effect* within thirty (30) days from receipt of such findings. The public shall be afforded an opportunity to comment as set forth in Stipulation II. Public Disclosure provisions of this Agreement.

E. Should the LA SHPO, Indian Tribes and/or consulting parties object to the USACE's findings of *no historic properties affected*, findings of *no adverse effect*, findings of *no adverse effect with conditions*, or should USACE determine that it cannot accept conditions requested by LA SHPO and/or Indian Tribes, the USACE shall seek to resolve such objection through consultation in accordance with Stipulation XI Dispute Resolution Provisions of this Agreement.

VII. Resolution of Adverse Effects

A. In the event that the USACE in consultation with the LA SHPO and Indian Tribes determines that the treatment approaches under Section V.B of this Agreement cannot be followed, or the implementation of a project activity may result in an adverse effect upon historic properties as defined in 36 CFR 800.5(a) (1) and (2) of the ACHP's regulations, the USACE shall notify the LA SHPO, the ACHP, Indian Tribes, other consulting parties and the public. If the project activity will affect a National Historic Landmark, USACE shall also notify the National Park Service (NPS). The Adverse Effect notification shall include the following documentation:

1. Summary description of the activity area;
2. Summary of identification efforts in accordance with the established protocols;
3. Summary analysis of effects to historic properties;
4. Summary of alternatives considered to avoid adverse effects;
5. Proposed mitigation measures in accordance with Stipulation VII. Standard Mitigation Measures; and
6. Request for ACHP comment and involvement, as appropriate.

- 1
2 B. The ACHP, LA SHPO, Indian Tribes, consulting parties, including
3 NPS, as appropriate, and public shall be afforded an opportunity to
4 review and to comment on the adverse effect notification for a period
5 of twenty-one (21) days after receipt of the adverse effect notification.
6
7 C. Should the USACE, LA SHPO, Indian Tribes and/or consulting parties
8 disagree on the proposed mitigation measures, the USACE shall seek
9 to resolve such objection through consultation in accordance with
10 Stipulation XI. Dispute Resolution Provisions of this Agreement.
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13 VIII. Mitigation Measures
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- 15 A. The USACE, in coordination with the LA SHPO, ACHP, Indian
16 Tribes, and other consulting parties, will develop protocols for
17 Standard Mitigation Measures for adverse effects to historic properties
18 within sixty (60) days of the execution of this Agreement. Such
19 protocols will address applicable professional standards,
20 documentation requirements for submissions to consulting parties, and
21 review procedures. Standard mitigation measures will be tailored to
22 the significance of the historic property, and address the following:
23
24 1. Public Interpretation;
25
26 2. Documentation consistent with the Level II standards of
27 the Historic American Building Survey/ Historic
28 American Engineering Record (HABS/HAER);
29
30 3. Historical, Architectural or Archeological Monographs;
31
32 4. Rehabilitation of historic buildings in accordance with
33 the Secretary of the Interior's *Standards for the*
34 *Treatment of Historic Properties* (36 CFR 68);
35
36 5. Off-site mitigation, including acquisition of property or
37 preservation easements on property, as appropriate,
38 containing threatened resources of comparable
39 significance in circumstances where there is an
40 imminent need to proceed with construction activity
41 and it is in the public interest;
42
43 6. Ethnographic studies;
44
45 7. Studies of traditional cultural properties;
46

1 8. Relocation of historic properties to sites approved by
2 the LA SHPO as possessing similar overall character;
3 and
4

5 9. Data recovery for archeological historic properties.
6

7 B. In the event that the LA SHPO, ACHP, and/or Indian Tribes determine
8 that standard mitigation measures are not adequate to resolve adverse
9 effects, the USACE, LA SHPO, and Indian Tribes will consult to
10 negotiate additional mitigation measures. Other consulting parties
11 may express their concerns regarding the adequacy of the mitigation
12 through written comments submitted to any of the signatories to the
13 Agreement. Once consulting parties agree to the terms of the
14 expanded mitigation, such agreement will be formalized through a
15 two-party agreement. Such two-party agreements will be forwarded to
16 all signatories for their records.
17

18
19 IX. Unanticipated Discoveries and Effects
20

21 A. In the event that the USACE discovers a previously unidentified
22 historic property, including archeological sites and properties of
23 traditional religious and cultural significance to Indian Tribes, during
24 the execution of the project, the USACE immediately shall secure the
25 jobsite and suspend work in the vicinity of the affected resource. The
26 USACE shall immediately notify the LA SHPO, Indian Tribes
27 consistent with Tribal protocols, and other consulting parties, as
28 appropriate, should the proposed work adversely affect a previously
29 unidentified historic property or will adversely affect a known historic
30 property in an unanticipated manner. USACE, in consultation with the
31 LA SHPO and Tribes, will develop a treatment plan or Standard
32 Mitigation Measures agreement. USACE will implement the plan or
33 Standard Mitigation Measures agreement once approved by the LA
34 SHPO, Indian Tribes, and consulting parties, as appropriate.
35

36 B. USACE shall insure that all contractors are made aware of the
37 requirements of this Agreement. In the event that a contractor
38 discovers a previously unidentified historic property, the contractor
39 shall immediately notify the USACE and refrain from further project
40 activities within the immediate vicinity of the discovery and take
41 reasonable efforts to avoid and minimize harm to the historic property.
42 USACE shall implement additional measures to secure the historic
43 property for safety and security concerns, as appropriate
44

45 C. In the event that previously unidentified direct adverse effects to
46 historic properties are identified following the completion of work

1 within an activity area, any party may provide the USACE with
2 evidence of such effects for a period of twelve (12) months from the
3 completion of the affecting work. The USACE, in consultation with
4 the LA SHPO, Indian Tribes, and ACHP, as appropriate, will review
5 the effect in accordance with the provisions of this agreement.
6

7 D. In the event that previously unidentified direct adverse effects to
8 structural historic properties are identified following the completion of
9 work within an activity area, owners of such affected properties may
10 provide the USACE with evidence of such effects for a period of
11 twelve (12) months from the completion of the affecting work. The
12 USACE, in consultation with the LA SHPO, Indian Tribes, as
13 appropriate, and ACHP, as appropriate, will review the effect in
14 accordance with the provisions of this agreement.
15

16 E. If the USACE, LA SHPO, Indian Tribes, consulting parties, or
17 member of the public, as appropriate cannot agree on an appropriate
18 course of action to address the discovery situation, the USACE shall
19 initiate the dispute resolution process set forth in Stipulation IX.
20

21 X. Treatment of Human Remains

22
23 A. Pursuant to this Agreement, the USACE, in consultation with the LA
24 SHPO, Indian Tribes and other consulting parties, as appropriate, will
25 develop protocols that take into account all applicable laws and
26 regulations for treatment of human remains that may be encountered
27 during any ground disturbing activities related to this undertaking.
28

29 B. For human remains that are determined to be Native American, the
30 USACE will develop a subset of the treatment protocols in consultation
31 with the Indian Tribes and the LA SHPO.
32

33 C. In the event that the USACE discovers a previously unidentified burial,
34 including marked or unmarked graves, during the execution of the
35 project the USACE will follow Louisiana unmarked burial law
36

37 D. The USACE will implement the approved treatment protocols, in
38 consultation with the consulting parties, in the event human remains are
39 encountered during any ground disturbing activities related to this
40 undertaking.
41

42 XI. Dispute Resolution

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44
45 A. Except for the resolution of eligibility issues, as set forth in V(D) above,
46 should the LA SHPO, Indian Tribes, or member of the public disagree

1 on the implementation of the provisions of this agreement, they will
2 notify the USACE, who will seek to resolve such objection through
3 consultation.
4

5 B. If the dispute cannot be resolved through consultation, USACE shall
6 forward all documentation relevant to the dispute to the ACHP,
7 including any proposed resolution identified during consultation. Within
8 7-days after receipt of all pertinent documentation, the ACHP may:
9

10 1. Provide USACE with recommendations to take into account
11 in reaching final decision regarding the dispute; or
12

13 2. Notify USACE that it will comment pursuant to 36 CFR
14 800.7(c) and provide formal comments within twenty-one
15 (21) days.
16

17 C. Any recommendation or comment provided by ACHP will be
18 understood to pertain only to the subject of the dispute, and USACE's
19 responsibilities to fulfill all actions that are not subject of the dispute
20 will remain unchanged.
21

22 D. If the ACHP does not provide USACE with recommendations or
23 notification of its intent to provide formal comments within seven (7)
24 days, USACE may assume that the ACHP does not object to its
25 recommended approach and it will proceed accordingly.
26

27 XII. Administration and Duration of this Agreement
28

29 A. This Programmatic Agreement will remain in effect for five (5) years
30 from the date of execution, unless extended for a two-year period by
31 written agreement negotiated by all signatories by January 2012.
32

33 B. The USACE shall provide all signatories with semi-annual Interim
34 Progress Reports, which will be submitted every six (6) months from
35 the execution date of this Agreement.
36

37 C. The consulting parties to this Agreement shall meet annually to
38 evaluate the effectiveness of this Agreement. The USACE shall
39 coordinate such annual meetings every July following the execution of
40 this Agreement.
41

42 D. The USACE will transfer GIS data to the LA SHPO and Indian Tribes
43 on a semi-annual basis.
44

45 E. The USACE will provide resources to defray LASHPO cost incurred
46 in the administration of this Agreement.

- 1
2 F. The USACE will provide general resources to defray Tribal costs,
3 including travel, incurred in the administration of this Agreement.
4

5 XIII. Comprehensive Review
6

- 7 A. At the conclusion of all of the distinct project Actions, each of which
8 will have been evaluated in a separate IER under the Emergency
9 Alternative Arrangements, the USACE will analyze the LPV and
10 WBV undertaking holistically to identify cumulative effects upon
11 historic properties.
12
13 B. Holistic analysis of the undertaking's cumulative analysis will be
14 coordinated with the preparation of the draft comprehensive
15 environmental document (CED) to be prepared in accordance with the
16 Emergency Alternative Arrangements negotiated through the Council
17 on Environmental Quality.
18
19 C. The USACE will consult with the ACHP, LA SHPO, Indian Tribes,
20 other consulting parties, and public prior to the preparation of the Draft
21 CED to identify the substantive and technical requirements of such a
22 document, and clarify how historic preservation issues will be
23 addressed.
24
25 D. The USACE, in coordination with the signatories to this Agreement,
26 shall identify and shall implement additional mitigation measures to
27 address adverse cumulative effects, as appropriate.
28
29

30 XIV. Amendment and Termination
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- 32 A. Notwithstanding any provision of this agreement, the signatories may
33 request that it may be amended, whereupon the signatories will consult
34 to consider such amendment. The USACE will facilitate such
35 consultation, including Indian Tribes, within thirty (30) days of the
36 request from one of the signatory parties. Any amendment will be in
37 writing and will be signed by the USACE, the LA SHPO, and ACHP,
38 and shall be effective on the date of the final signatory.
39
40 B. This agreement may be terminated at the request of any of the
41 signatory parties within thirty (30) days following written notification
42 to all parties. In the event of termination, the USACE shall comply
43 with 36 CFR 800 on a case-by case basis for all activities covered by
44 the agreement.
45

6/28/2007

1 Execution of this PA by the USACE, the LA SHPO, and ACHP and implementation of
2 its terms, evidences that the USACE has taken into account the effects of the LPV and
3 WBV upon historic properties and has afforded the ACHP an opportunity to comment.
4

5 **Signatories:**

6
7 **United States Army Corps of Engineers**

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9
10
11 **By:** _____ **Date:**
12 Colonel Richard P. Wagenaar
13 District Commander
14 U.S. Army Corps of Engineers, New Orleans District
15

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17
18 **Advisory Council on Historic Preservation**

19
20
21
22 **By:** _____ **Date:**
23 John M. Fowler
24 Executive Director
25 Advisory Council on Historic Preservation
26

27
28
29 **Louisiana State Historic Preservation Officer**

30
31
32
33 **By:** _____ **Date:**
34 Pam Breaux
35 Louisiana State Historic Preservation Officer
36 Louisiana Office of Cultural Development
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CONCURRING PARTY:

Caddo Nation of Oklahoma

By: _____
LaRue Parker, Chairperson

Date: _____

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CONCURRING PARTY:

Chitimacha Tribe of Louisiana

By: _____
Alton LeBlanc, Chairman

Date: _____

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CONCURRING PARTY:

Coushatta Tribe of Louisiana

By:
Kevin Sickey, Chief

Date:

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CONCURRING PARTY:

Alabama Couchatta Tribe of Texas

By:
Kevin Battise, Chairman

Date:

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9 **West Bank & Vicinity**
10 **Hurricane Protection Projects**

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14 **CONCURRING PARTY:**

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16 **Jena Band of the Choctaw Indians**
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20 By:
21 Christine Norris, Principal Chief

Date:

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14 **CONCURRING PARTY:**

15
16 **Quapaw Tribe of Oklahoma**

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19
20 By:
21 John Berrey, Chairman

Date:

**Programmatic Agreement
Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer,
And
The Advisory Council on Historic Preservation
Regarding the
Lake Pontchartrain & Vicinity and
West Bank & Vicinity
Hurricane Protection Projects**

CONCURRING PARTY:

Seminole Nation of Oklahoma

By:
Enoch Kelley Haney, Principal Chief

Date:

**Programmatic Agreement
Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer,
And
The Advisory Council on Historic Preservation
Regarding the
Lake Pontchartrain & Vicinity and
West Bank & Vicinity
Hurricane Protection Projects**

CONCURRING PARTY:

Seminole Tribe of Florida

Declined to Participate

By:
Mitchell Cypress, Chairman

Date:

**Programmatic Agreement
Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer,
And
The Advisory Council on Historic Preservation
Regarding the
Lake Pontchartrain & Vicinity and
West Bank & Vicinity
Hurricane Protection Projects**

CONCURRING PARTY:

Tunica-Biloxi Tribe of Louisiana

By:
Earl J. Barbry, Chairman

Date:

**Programmatic Agreement
Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer,
And
The Advisory Council on Historic Preservation
Regarding the
Lake Pontchartrain & Vicinity and
West Bank & Vicinity
Hurricane Protection Projects**

CONCURRING PARTY:

Choctaw Nation of Oklahoma

By:
Gregory E. Pyle, Chief

Date:

1 **Programmatic Agreement**
2 **Among**
3 **The United States Army Corps of Engineers,**
4 **Louisiana State Historic Preservation Officer,**
5 **And**
6 **The Advisory Council on Historic Preservation**
7 **Regarding the**
8 **Lake Pontchartrain & Vicinity and**
9 **West Bank & Vicinity**
10 **Hurricane Protection Projects**

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14 **CONCURRING PARTY:**

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16 **Coastal Protection and Restoration Authority of Louisiana**

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20 By:
21 Sidney Coffee, Chair

Date: