

Final
Programmatic Agreement
Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer,
And
The Advisory Council on Historic Preservation
Regarding the
Hurricane Storm Damage Risk Reduction System (HSDRRS)
Lake Pontchartrain & Vicinity and
West Bank & Vicinity
Mitigation Projects

WHEREAS, Hurricane Katrina and Hurricane Rita resulted in major damage to businesses, residences and infrastructure and to the Federal and non-Federal flood control and hurricane and storm damage reduction structures in the Greater New Orleans Metropolitan area, in Louisiana in August and September 2005; and

WHEREAS, Public Law 109-234, Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006 (4th Supplemental) and Public Law 110-28, U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007 (5th Supplemental), and Public Law 110-252, Supplemental Appropriations Act, 2008 (6th Supplemental) direct the Secretary of the Army, through the Chief of Engineers, to accelerate completion of unconstructed portions, to raise levee and floodwall heights and to otherwise improve the Lake Pontchartrain & Vicinity (LPV) and the West Bank & Vicinity (WBV) hurricane and storm damage risk reduction projects to provide the level of protection necessary to achieve the certification required to participate in the National Flood Insurance Program; and

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

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

WHEREAS, the USACE has negotiated Emergency Alternative Arrangements with the Council on Environmental Quality (Federal Register Volume 72, Number 48, Tuesday, March 13, 2007) to comply with the National Environmental Policy Act (NEPA) and its

implementing regulations (40 CFR Part 1500) for proposed actions with significant environmental effects that respond to the emergency, pursuant to 40 CFR 1506.11. Pursuant to the Emergency Alternative Arrangements, proposed actions are to be evaluated in an Individual Environmental Report (IER); and

WHEREAS, the USACE seeks to avoid and minimize environmental impacts to the maximum extent practical while developing the Greater New Orleans Hurricane and Storm Damage Risk Reduction System (HSDRRS), and when habitat losses occur, the Corps will offset such losses through compensatory environmental mitigation. Compensatory environmental mitigation is an important part of the HSDRRS effort and could include habitat creation, restoration and/or enhancement. Separate plans to compensate for habitat losses caused by HSDRRS construction are being developed for LPV and WBV; and

WHEREAS, the USACE notified the Advisory Council on Historic Preservation (ACHP) of the potential for this undertaking to adversely affect historic properties pursuant to the ACHP's regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 USC 470f); and

WHEREAS, the ACHP accepted the invitation to participate in consultation to develop this agreement and to seek ways to avoid, minimize, or mitigate adverse effects; and

WHEREAS, the USACE, the ACHP, Louisiana State Historic Preservation Officer (LA SHPO), and federally recognized Indian Tribes as defined under 36 CFR 800.16(m), and other appropriate consulting parties have consulted to develop this Agreement to define efficient and cost effective processes for taking into consideration the effects of the LPV and WBV Mitigation projects upon historic properties pursuant to 36 CFR 800.14(b) consistent with the NEPA Emergency Alternative Arrangements and in the public interest; and

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

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

WHEREAS, the USACE will invite any interested federally recognized Indian Tribe to sign this Agreement as an Invited Signatory Party, and those federally recognized Indian Tribes not requesting to sign this Agreement as an Invited Signatory Party will be invited to sign as a Concurring Party; and

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

WHEREAS, the USACE has requested the participation of local governments and the public by mail and will take appropriate steps to involve and notify those parties, as appropriate, during the implementation of the terms of this Agreement; and

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

STIPULATIONS

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

I. Tribal Consultation

- A. The USACE has invited the Alabama-Coushatta Tribe of Texas, Caddo Nation of Oklahoma, Chitimacha Tribe of Louisiana, Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians, Quapaw Tribe of Oklahoma, Seminole Nation of Oklahoma, Seminole Tribe of Florida, and Tunica-Biloxi Indian Tribe to consult in the development of the Programmatic Agreement. The Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, and the Mississippi Band of Choctaw Indians have participated in the development of the Programmatic Agreement and will sign the Programmatic Agreement as an Invited Signatory Party (hereafter also known as "signatory Indian Tribes"). The USACE will provide the signatory Indian Tribes with a copy of the Final Programmatic Agreement.
- B. The USACE shall provide the signatory Indian Tribes with copies of all plans, determinations, and findings that are provided to the LA SHPO to assist in identifying activities that are part of the HSDRRS LPV and WBV Mitigation projects.

II. Public Involvement

- A. The USACE, in coordination with the LA SHPO, shall identify and provide members of the public likely to be interested in the effects of the HSDRRS LPV and WBV Mitigation projects upon historic properties

with a description of the undertaking and the provisions of the Agreement.

- B. The USACE will involve the public through the National Environmental Policy Act (NEPA) process, which affords all persons, organizations and government agencies the opportunity to review and comment on proposed major federal actions that are evaluated by a NEPA document.
- C. The USACE will release a draft IER for the HSDRRS LPV Mitigation projects and a draft IER for the WBV Mitigation projects to the public for a review period of thirty (30) calendar days. Substantive comments received during this review period will be incorporated into the final IERs. The development of this Agreement will be communicated to the public during the IER development process and comments will be solicited regarding the Agreement and any other historic preservation concerns.
- D. To the extent permitted under applicable federal laws and regulations, including Section 304 of the NHPA, the USACE will release to the public, documents developed pursuant to this Agreement, effects determinations, and Interim Progress Reports.

III. Other Consulting Parties

- A. The USACE, in coordination with LA SHPO, will continue efforts during the duration of this Agreement to identify other parties with demonstrated interests in preservation issues and invite them to participate as consulting parties.
- B. The USACE will document the consulting parties in the consultation process for each of the IERs and maintain it as part of the project record.
- C. If any dispute arises about the right to be recognized as a consulting party, the USACE will contact the ACHP and provide all appropriate documentation. The ACHP will participate in the resolution of the issue.

IV. Determination of HSDRRS Mitigation Projects

- A. If the USACE determines that it is appropriate and environmentally preferable based on consideration of relevant factors to mitigate the loss of habitat caused by construction of the HSDRRS through purchase of Mitigation Bank Credits, the purchase of such credits would have no effects on historic properties. If USACE purchases Mitigation Bank Credits to offset identified losses of habitat, documentation of the

purchase of Mitigation Bank Credits will be provided to all Signatories to this agreement as evidence that the USACE has met its obligations under Section 106 of the NHPA for this project. If Mitigation Bank Credits are purchased to partially offset habitat losses, USACE will provide documentation of that purchase to all Signatories as evidence that USACE has met its obligations under Section 106 of the NHPA for that portion of the project.

- B. If USACE determines that it is environmentally preferable based on consideration of relevant factors to construct mitigation projects to offset habitat losses caused by the HSDRRS, USACE will develop Corps-constructed mitigation proposals. For all Corps-constructed mitigation proposals developed by USACE to compensate for habitat losses due to development of the HSDRRS, the USACE will ensure that each individual proposal will be assessed for its effect on historic properties as outlined in this Agreement.
- C. For Mitigation proposed on National Park Service lands within the Jean Lafitte National Historical Park and Preserve, the USACE will assess those proposals for effects to historic properties in accordance with this Agreement. The National Park Service will conduct its own consultation with the LA SHPO and Indian Tribes in accordance with Section 106 of the NHPA independently of this Agreement. The USACE will continue to coordinate with the National Park Service to ensure that information being provided to the LA SHPO and Indian Tribes is consistent between the two agencies.

V. Identification and Evaluation of Historic Properties for Corps-Constructed Mitigation Projects

- A. The USACE, in consultation with the LA SHPO and signatory Indian Tribes, will define and document the area of potential effect (APE) for each proposed Corps-constructed mitigation project activity area. The APE associated with each activity area will anticipate the potential for direct, indirect, and cumulative effects upon historic properties. The reasonable and good faith identification and evaluation efforts will be limited to the APE.
- B. Following the delineation of the APE for each Corps-constructed mitigation project, the USACE will ensure that a reasonable and good faith effort to identify historic properties within it will be conducted. The USACE will ensure that the results of the identification efforts for each recommended mitigation project are documented in a report that meets the standards of the Louisiana Division of Archaeology, and will ensure that the reports are submitted to the LA SHPO and signatory Indian

Tribes for review and comment. The USACE will ensure that the comments provided by the LA SHPO and signatory Indian Tribes are incorporated into a final report for each Corps-constructed mitigation project. The USACE will ensure that all collections and associated records developed from each Corps-constructed mitigation project identification effort are curated in accordance with 36 CFR 79.

- C. At the completion of the Identification effort, historic properties identified within an APE will be assessed for their eligibility for the National Register of Historic Places following 36CFR800.4(c), if such properties cannot be avoided through project design. If eligible properties cannot be avoided, the USACE will proceed in accordance with Stipulation VII. If undetermined properties cannot be avoided, the USACE, in consultation with LA SHPO and signatory Indian Tribes, will develop plans to evaluate the eligibility of each property. The USACE will ensure that the results of the evaluation efforts for each mitigation project are documented in a report that meets the standards of the Louisiana Division of Archaeology, and will ensure that the reports are submitted to the LA SHPO and signatory Indian Tribes for review and comment. The USACE will ensure that the comments provided by the LA SHPO and signatory Indian Tribes are incorporated into a final report for each Corps-constructed mitigation project evaluation effort. The USACE will ensure that all collections and associated records developed from each Corps-constructed mitigation project evaluation effort are curated in accordance with 36 CFR 79.
- D. In the event of disagreement between the USACE, LA SHPO, and/or signatory Indian Tribes concerning the eligibility of a property for listing in the National Register of Historic Places under 36 CFR 60, the USACE shall request a formal determination of eligibility for that property from the Keeper of the National Register of Historic Places (Keeper). The determination by the Keeper will serve as the final decision regarding the National Register eligibility of the property.

VI. Coordination of Effects Determinations

- A. All standard response timeframes established by 36 CFR 800 will apply to this Agreement, unless an alternative response timeframe is agreed to by the LA SHPO and signatory Indian Tribes. The USACE may request expedited review by the LA SHPO and Indian Tribes on a case by case basis. Such expedited review period shall not be less than 15 calendar days.
- B. **Electronic mail (email) will serve as the official correspondence method for all communications regarding this Programmatic Agreement and its**

provisions. See Appendix A for a list of contacts and email addresses. Contact information in Appendix A may be updated as needed without an amendment to this Agreement. It is the responsibility of each Signatory and Invited Signatories to immediately inform the USACE of any changes in the name, address, email address or phone number of any point-of-contact for the Signatory and Invited Signatories. The USACE will forward this information to the Signatories and Invited Signatories by email. The failure of any party to this Agreement to notify the USACE of changes to their point-of-contacts information shall not be grounds for asserting that notice of a proposed action was not received.

- C. The USACE shall evaluate the effects of an Action on historic properties in a holistic manner and will not segment activities. In the event the USACE determines that any aspect of the Action will have an effect or adverse effect on a historic property within the Action's APE, the entire Action will be reviewed accordingly.
- D. Consultation under this Agreement will be concluded for USACE findings of *no historic properties affected* and *no adverse effect* when the LA SHPO and signatory Indian Tribes have reviewed the written documentation and do not object with the USACE finding, and subject to the provisions of this Agreement.
- E. Following submission of written documentation to the SHPO and signatory Indian tribes, the USACE may propose a finding of *no adverse effect with conditions*, as appropriate. Such conditions may include, but are not limited to:
 - 1. Avoidance and/or preservation in-place of historic properties;
 - 2. Modifications or conditions to ensure consistency with the Secretary of Interior's *Standards for the Treatment of Historic Properties* and applicable guidelines.
- F. Should the LA SHPO or signatory Indian Tribes 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 signatory 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. If USACE, in consultation with the LA SHPO and Indian Tribes, determines that 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, signatory Indian Tribes, other interested 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 this Agreement;
 3. Summary analysis of effects to historic properties;
 4. Summary of alternatives considered to avoid adverse effects;
 5. Proposed standard mitigation measures in accordance with Stipulation VIII of this Agreement; and
 6. Request for ACHP comment and involvement, as appropriate.
- B. The ACHP, LA SHPO, signatory Indian Tribes, interested parties, including NPS, as appropriate, and the public shall be afforded an opportunity to review and to comment on the adverse effect notification for a period of thirty (30) days after receipt of the adverse effect notification.
- C. Should the USACE, LA SHPO, and signatory Indian Tribes disagree on the proposed mitigation measures, the USACE shall seek to resolve such objection through consultation in accordance with Stipulation XI. Dispute Resolution of this Agreement.

VIII. Standard Mitigation Measures

- A. The USACE, in coordination with the LA SHPO, ACHP, and signatory Indian Tribes will develop Standard Mitigation Measures for adverse effects to historic properties. Standard mitigation measures will be tailored to the significance of the historic property, and may include but are not limited to the following:

1. Public Interpretation and development of educational materials;
 2. Documentation consistent with the Level II Standards of the Historic American Building Survey/ Historic American Engineering Record (HABS/HAER);
 3. Historical, Architectural or Archeological Monographs;
 4. Rehabilitation of historic buildings in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (36 CFR 68);
 5. Off-site mitigation, including acquisition of property or preservation easements on property, as appropriate, containing threatened resources of comparable significance in circumstances where there is an imminent need to proceed with construction activity and it is in the public interest;
 6. Ethnographic studies;
 7. Studies of traditional cultural properties;
 8. Relocation of historic properties to sites that the LA SHPO agrees possess similar overall character; and
 9. Data recovery for archeological properties where data recovery has been determined to be the appropriate treatment whether or not they are eligible for the National Register under criterion "D."
- B. In the event that, in the opinion of the LA SHPO, ACHP, and/or signatory Indian Tribes, standard mitigation measures as proposed are not adequate or are inappropriate to resolve adverse effects, the USACE, LA SHPO, and signatory Indian Tribes will consult to negotiate different or additional mitigation measures. Other consulting parties may express their concerns regarding the adequacy of the mitigation through written comments submitted to any of the signatories to the Agreement. Once consulting parties agree to the terms of the expanded mitigation, such agreement will be formalized through an MOA executed and implemented pursuant to 36 CFR 800.6(c). If there is a disagreement that cannot be resolved, the formal dispute provisions at Section XI will be implemented.

IX. Unanticipated Discoveries and Effects

- A. In the event that the USACE discovers a previously unidentified historic property, including archeological sites, human remains, and properties of traditional religious and cultural significance to Indian Tribes, during the execution of the project, the USACE immediately shall secure the jobsite and suspend work in the vicinity of the affected resource. If the USACE determines that the proposed work has or will adversely affect a previously unidentified historic property or a known historic property in an unanticipated manner, the USACE shall notify the LA SHPO and signatory Indian Tribes immediately. The USACE, in consultation with the LA SHPO and Indian Tribes, will develop a treatment plan or Standard Mitigation Measures agreement. The USACE will implement the plan or Standard Mitigation Measures agreement once agreed to by the LA SHPO and signatory Indian Tribes.
- B. USACE shall insure that all contractors are made aware of the requirements of this Agreement. In the event that a contractor discovers a previously unidentified historic property, the contractor shall immediately notify the USACE and refrain from further project activities within the immediate vicinity of the discovery and shall take reasonable efforts to avoid and minimize harm to the historic property. USACE shall implement additional measures to secure the historic property for safety and security concerns, as appropriate.
- C. In the event that previously unidentified -adverse effects to historic properties are identified following the completion of work within an activity area, any party may provide the USACE with evidence of such effects for a period of twelve (12) months from the completion of the Corps-constructed mitigation project that may have caused the adverse effect. The USACE, in consultation with the LA SHPO, signatory Indian Tribes, and ACHP will review the effect in accordance with the provisions of this agreement.
- D. If the USACE, LA SHPO, Indian Tribes, consulting parties, or member of the public, as appropriate cannot agree on an appropriate course of action to address the discovery situation, the USACE shall initiate the dispute resolution process set forth in Stipulation XI.

X. Treatment of Human Remains

- A. The USACE recognizes that the respectful treatment of human remains and funerary objects is a paramount concern. The USACE will ensure

that the views of living descendants, including Indian Tribes, and other interested parties, are fully considered in the decision-making process.

B. Unanticipated discovery of human remains

1. When human remains or indications of a burial are discovered, the individual(s) who made the discovery shall immediately notify the local law enforcement and the USACE, New Orleans District.
2. In the event that the USACE is notified of a previously unidentified burial, including burial sites, human skeletal remains, or burial artifacts, on private or state land during the execution of any of the Undertakings, the USACE will ensure that the procedures established in the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671-681) will be followed.
3. In the event that the USACE is notified of a previously unidentified burial, including burial sites, human remains or funerary objects, on federal or tribal land during the execution of any of the undertakings, the USACE will ensure that procedures established by the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 and the regulations that implement it (43 CFR Part 10) and the Archaeological Resources Protection Act of 1979 (Public Law 96-95; 16 U.S.C. 470aa-mm), as amended, and implementing regulations (43 CFR Part 7) will be followed.
4. The USACE shall have an archaeologist immediately survey or resurvey the general area where the remains were found to determine the nature of the remains and evaluate the possibility of preserving the remains in place or whether they will need to be exhumed/moved. Federally recognized Indian Tribes likely to have a cultural affiliation with the remains will be notified by telephone immediately in accordance with 43 CFR 10.4(b). If possible Tribal representative(s) shall be present to advise on appropriate treatment of the exposed remains and on the most appropriate long-term solution.
5. The USACE shall provide information collected on the nature of the remains and a recommended plan of action pursuant to 43 CFR 10.5(e) within five (5) working days to the signatory Indian Tribes and the LA SHPO. The USACE shall consult with all relevant parties to determine the appropriate course of

action with regard to the human remains and any accompanying artifacts, grave goods, or funerary objects.

6. All signatories to the PA agree that the most appropriate treatment, if feasible, is to protect the remains and permanently preserve the burial in situ.
7. If the USACE, after consultation, determines that protection, avoidance, or repair is not feasible, disinterment shall be conducted in accordance with methods and procedures developed in accordance with the appropriate federal and state laws and in consultation with the signatory Indian Tribes and the LA SHPO.
8. The USACE may authorize the activity in the direct discovery areas to resume as soon as the remains have been removed from the ground.

XI. Dispute Resolution

- A. Except for the resolution of eligibility issues, as set forth in Stipulation VI. D. above, should the LA SHPO, Indian Tribes, or member of the public disagree on the implementation of the provisions of this agreement, they will notify the USACE, who will seek to resolve such objection through consultation.
- B. If the dispute cannot be resolved through consultation, USACE shall forward all documentation relevant to the dispute to the ACHP, including any proposed resolution identified during consultation. Within seven (7) calendar days after receipt of all pertinent documentation, the ACHP may:
 1. Provide USACE with recommendations to take into account in reaching final decision regarding the dispute; or
 2. Notify USACE that it will comment pursuant to 36 CFR 800.7(c) and provide formal comments within twenty-one (21) calendar days.
- C. Any recommendation or comment provided by ACHP will be understood to pertain only to the subject of the dispute, and USACE's responsibilities to fulfill all actions that are not subject of the dispute will remain unchanged.

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

XII. Administration and Duration of this Agreement

- A. This Programmatic Agreement will remain in effect for eight (8) years from the date of execution, unless extended for a two-year period by written agreement negotiated by all signatories.
- B. The USACE, LA SHPO, and signatory Indian Tribes shall meet annually to evaluate the effectiveness of this Agreement. The USACE shall coordinate such annual meetings following the execution of this Agreement.

XIII. Comprehensive Review

- A. At the conclusion of all of the distinct project actions, the USACE will analyze the HSDRRS LPV and WBV Mitigation undertaking holistically to identify cumulative effects upon historic properties.
- B. Holistic analysis of the undertaking's cumulative effects will be coordinated with the preparation of the draft supplemental comprehensive environmental document to be prepared in accordance with the NEPA Emergency Alternative Arrangements approved by the Council on Environmental Quality.
- C. The USACE, in coordination with the signatories to this Agreement, shall identify and shall implement additional mitigation measures to address adverse cumulative effects, as appropriate.

XIV. Amendment and Termination

- A. Notwithstanding any provision of this Agreement, any signatory may request in writing that it be amended and shall include in such request the reasons for the proposed amendment. The signatories will consult to consider the requested amendment. The USACE will initiate consultation within thirty (30) days of receipt of the written request. Any amendment will be in writing and will be signed by the USACE, the LA SHPO, the signatory Indian Tribes, and the ACHP, and shall be effective on the date of the final signature.

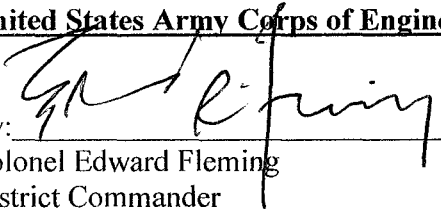
- B. Any Invited Signatory Party may terminate its participation in this Agreement by providing thirty (30) days advance written notification to all other parties. In the event of termination by one signatory, the Agreement will remain in effect for the USACE and other signatories.

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

Final
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Among
The United States Army Corps of Engineers,
Louisiana State Historic Preservation Officer
And
The Advisory Council on Historic Preservation
Regarding the
Hurricane Storm Damage Risk Reduction System (HSDRRS)
Lake Pontchartrain & Vicinity and West Bank & Vicinity
Mitigation Projects


Signatories:

United States Army Corps of Engineers

By: 
Colonel Edward Fleming
District Commander
U.S. Army Corps of Engineers, New Orleans District

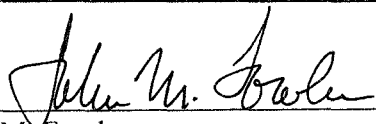
Date: 17 May 2013

Louisiana State Historic Preservation Officer

By: 
Pam Breaux
Louisiana State Historic Preservation Officer
Louisiana Office of Cultural Development

Date: May 7, 2013

Advisory Council on Historic Preservation

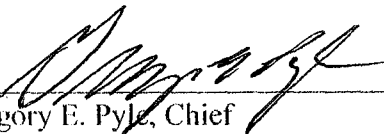
By: 
John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date: 6/18/13

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Programmatic Agreement
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Louisiana State Historic Preservation Officer
And
The Advisory Council on Historic Preservation
Regarding the
Hurricane Storm Damage Risk Reduction System (HSDRRS)
Lake Pontchartrain & Vicinity and West Bank & Vicinity
Mitigation Projects

Invited Signatory Party:

Choctaw Nation of Oklahoma

By: 
Gregory E. Pyle, Chief

Date: _____

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Regarding the
Hurricane Storm Damage Risk Reduction System (HSDRRS)
Lake Pontchartrain & Vicinity and West Bank & Vicinity
Mitigation Projects

Invited Signatory Party:

Jena Band of Choctaw Indians

By: B. Cheryl Smith
B. Cheryl Smith, Principal Chief

Date: 4-29-13





Choctaw Nation of Oklahoma

P.O. Box 1210 • Durant, OK 74702-1210 • (580) 924-8280

Gregory E. Pyle
Chief

Gary Batton
Assistant Chief

May 3, 2013

U.S. Army Corps of Engineers, New Orleans District
ATTN: Joan M. Exnicios
Chief, Environmental Planning Branch
P.O. Box 60267
New Orleans, LA 70160-0267

RE: Programmatic Agreement for the Hurricane and Storm Damage Risk Reduction System (HSDRRS), Lake Pontchartrain and Vicinity (LPV) and West Bank and Vicinity (WBV) Mitigation Project, Louisiana

Ms. Exnicios,

The Choctaw Nation of Oklahoma thanks you for the consultation regarding the above mentioned Programmatic Agreement. I have attached a copy of the agreement along with all the signed signature pages. If you have any questions or concerns please contact us at the Choctaw Nation Historic Preservation Office, 580-924-8280 Ext 2631.

Sincerely,

Dr. Ian Thompson
Director, Historic Preservation Department
Tribal Archaeologist, NAGPRA Specialist

By:

A handwritten signature in black ink that reads "Lindsey Huffman". The signature is written in a cursive style and is positioned above the printed name.

Lindsey Huffman

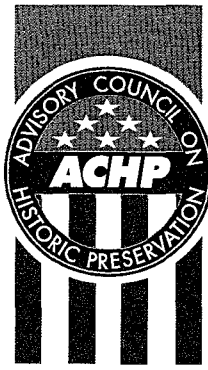
Administrative Assistant

lhuffman@choctawnation.com

Choctaw Nation of Oklahoma

P.O. Drawer 1210

Durant, OK 74701



Preserving America's Heritage

June 18, 2013

Ms. Joan Exnicios
Chief, Environmental Branch
U.S. Army Corps of Engineers
New Orleans District
P.O. Box 60267
New Orleans, LA 70160-0267

REF: Hurricane and Storm Damage Risk Reduction System, Lake Pontchartrain-West Bank
and Vicinity

Dear Ms. Exnicios:

Enclosed is the executed Programmatic Agreement for the referenced program. By carrying out the terms of the Agreement, the Corps of Engineers will have fulfilled its responsibilities under Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's regulations.

If you have any questions, please call Dr. Tom McCulloch at 202-606-8554 or via email at tmcculloch@achp.gov

Sincerely,

Caroline D. Hall
Assistant Director
Federal Property Management Section
Office of Federal Agency Programs

Enclosure

ADVISORY COUNCIL ON HISTORIC PRESERVATION

1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov