

APPENDIX K: CULTURAL RESOURCES INFORMATION

Programmatic Agreement

Programmatic Agreement
among
United States Army Corps of Engineers,
Chitimacha Tribe of Louisiana,
Choctaw Nation of Oklahoma,
Louisiana State Historic Preservation Officer,
The Advisory Council on Historic Preservation
and
The Louisiana Coastal Protection and Restoration Authority
Regarding the
Mid-Barataria Sediment Diversion
River Mile 60.7-R, Plaquemines Parish, Louisiana

WHEREAS, the State of Louisiana, acting by and through, the Coastal Protection and Restoration Authority (CPRA) proposes to construct the Mid-Barataria Sediment Diversion (MBSD), a large-scale sediment diversion in the Barataria Basin for the purpose of reconnecting and re-establishing sustainable deltaic processes between the Mississippi River and the Barataria Basin through the delivery of sediment, freshwater, and nutrients to support the long-term viability of existing and planned coastal restoration efforts and to help restore habitat and ecosystem services injured in the northern Gulf of Mexico as a result of the *Deepwater Horizon* (DWH) oil spill; and

WHEREAS, on June 22, 2016, the CPRA submitted a permit application for a Department of Army permit for MBSD to the New Orleans District of the U.S. Army Corps of Engineers (CEMVN) under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 403) (hereafter “Section 10/404”), and a request for permission under Section 14 of the Rivers and Harbors Appropriation Act of 1899 (33 U.S.C. 408) (hereafter “Section 408”); and

WHEREAS, CEMVN has determined that the proposed MBSD project has the potential for significant impacts and requires an Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) to inform CEMVN’s permit decision (CEMVN, 2021. Draft Environmental Impact Statement for the Mid-Barataria Sediment Diversion Project. Plaquemines and Jefferson Parishes, Louisiana). The CEMVN Regulatory permit processing number is MVN-2012-2806-EOO; and

WHEREAS, the United States Environmental Protection Agency (EPA), the National Oceanic and Atmospheric Administration (NOAA), the United States Department of the Interior (DOI), and the United States Department of Agriculture (USDA) are cooperating agencies and CEMVN is lead federal agency for the EIS and these agencies have executed a Memorandum of Understanding (MOU) dated September 11, 2017, to specify duties and obligations among Federal Agencies; and

WHEREAS, the executed MOU among Federal Agencies states that CEMVN is coordinating with the Louisiana State Historic Preservation Office (LA SHPO) and Tribal Nations; and

WHEREAS, EPA, NOAA, DOI, and USDA are Federal Agencies who may fund the construction of the MBSD project as natural resource trustees under the Oil Pollution Act of 1990 (33 U.S.C. 2701) and are the federal agency members of the Louisiana Trustee Implementation Group for the *Deepwater Horizon* oil spill; and

WHEREAS, demonstration of National Historic Preservation Act of 1966 (NHPA), as amended (formerly 16 U.S.C. 470), Section 106 compliance is a necessary predecessor to a permit decision; and

WHEREAS, CEMVN, EPA, NOAA, DOI, and USDA have determined that the MBSD project is an "Undertaking" pursuant to the NHPA and will have an adverse effect on properties included or eligible for inclusion in the National Register of Historic Places (National Register or NRHP); and

WHEREAS, CEMVN, EPA, NOAA, DOI, and USDA have designated CEMVN as the lead federal agency for Section 106 of the NHPA for the MBSD project pursuant to 36 CFR 800.2(a)(2); and

WHEREAS, CEMVN as lead federal agency has invited EPA, NOAA, DOI, and USDA to concur in this Agreement pursuant to 36CFR 800.6(c)(3).

WHEREAS, CEMVN has elected to fulfill the collective responsibilities of these agencies under Section 106 of the NHPA for the Undertaking through the execution and implementation of this Programmatic Agreement (Agreement) as provided in 36 CFR 800.14(b); and

WHEREAS, CEMVN notified the Advisory Council on Historic Preservation (ACHP) of the potential for this Undertaking to adversely affect historic properties pursuant to the ACHP's implementing regulations (36 CFR Part 800); 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 on historic properties; and

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

WHEREAS, CEMVN made a reasonable and good faith effort to identify any Tribes that may attach religious and cultural significance to historic properties that will be affected by the Undertaking; and

WHEREAS, the CEMVN has invited the Alabama-Coushatta Tribe of Texas, Chitimacha Tribe of Louisiana, Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians, Muscogee (Creek) Nation, Seminole Nation of Oklahoma, Seminole Tribe of Florida, and the Tunica-Biloxi Tribe of Louisiana to consult in the development of this Agreement. The Seminole Nation of Oklahoma has deferred to the Chitimacha Tribe, and the Muscogee (Creek) Nation has chosen not to participate in further coordination; and

WHEREAS, the Chitimacha Tribe of Louisiana, and the Choctaw Nation of Oklahoma have participated in the development of this Agreement and CEMVN has invited each of them to sign this Agreement as an Invited Signatory; and

WHEREAS, the Mississippi Band of Choctaw has participated in the development of this Agreement and CEMVN has invited them to concur in this Agreement; and

WHEREAS, CEMVN has and will continue to consult with any interested Tribe who may have not yet requested to consult; and

WHEREAS, the CEMVN has taken appropriate measures to identify other parties that may be interested specifically in the development of this Agreement, by notification to the Presidents of Plaquemines and Jefferson Parishes, as well as to historical associations within these parishes, and has invited such parties to participate in the development and implementation of this Agreement; and

WHEREAS, CPRA is the Applicant and Proponent for MBSD project and has participated in the development of this Agreement and has been invited to sign this Agreement as an Invited Signatory; and

WHEREAS, the terms Signatory and Signatories will include reference to Invited Signatories throughout the remainder of this Agreement; and

WHEREAS, if an Invited Signatory chooses not to sign this Programmatic Agreement, then that party is instead regarded as a Consulting Party; and

WHEREAS, CEMVN in collaboration with CPRA as permit Applicant, with SHPO, with federally recognized Tribes, and with the ACHP have defined two Areas of Potential Effect (APE) for the MBSD Project as depicted in Appendix B; and

WHEREAS, after agreement upon two APEs for the MBSD, Phase I investigations comprehensively, and Phase II investigations in a portion of the Construction APE, have occurred in order to identify historic properties within the APEs; and

WHEREAS, CEMVN consulted with LA SHPO and Tribes on June 30, 2020 and on June 6, 2022 and determined that there are five (5) historic properties (16PL107, 16JE2, 16JE3, 16JE11, 16JE147) for which effects must be taken into account, in the MBSD APEs; and

WHEREAS, for the purpose of considering effects to historic properties, Site 16JE237 has an undetermined eligibility but will be treated as an historic property, and so a total of six (6) historic properties exist within the MBSD APEs; and

WHEREAS, CEMVN consulted with the ACHP, SHPO, Tribal Historic Preservation Officers (THPO) and federally recognized Indian Tribes as defined under 36 CFR 800.16(m) (Tribes), and other appropriate Consulting Parties in developing this Agreement to take into consideration the effects of the MBSD project upon historic properties pursuant to 36 CFR 800.14(b); and

WHEREAS, the CEMVN has considered the nature of MBSD construction and operation and likely effects on historic properties and has taken steps to involve the individuals, organizations and entities likely to be interested and has involved the public through the NEPA process, which affords interested persons, organizations and government agencies an opportunity to review and comment on proposed major federal actions that are evaluated in a NEPA document; and

WHEREAS, the CEMVN has taken steps to notify the wider public. The public scoping process included three meetings held in Jefferson and Plaquemines Parishes, on 20, 25, and 27 July 2017. Notices of the public scoping meetings were sent through email distribution lists, posted on CEMVN's Mid-Barataria Sediment Diversion EIS website: (<http://www.mvn.usace.army.mil/Missions/Regulatory/Permits/Mid-Barataria-Sediment-Diversion-EIS>), and mailed to public libraries, government agencies, and interested groups and individuals. Scoping meeting dates and locations were advertised in the following local newspapers on the following dates in 2017:

- i. Plaquemines Gazette, July 4 and 11;
- ii. The Times Picayune, July 5 and 14; and
- iii. The Advocate, July 5 and 17.

The newspaper scoping meeting ads stated that Vietnamese translation would be available at the meetings, and that translation services in other languages were available upon request; and

WHEREAS, a draft version of this Programmatic Agreement was published with the Draft EIS. A Notice of Availability (NOA) for the MBSD Draft EIS was published in the Federal

Register. The formal Draft EIS comment period along with public meeting dates was announced through a Public Notice that was published to the CEMVN's Project website, emailed to interested parties, and advertised in local media. During the 90-day comment period regarding the Draft EIS, interested persons and organizations were invited to review and comment on the Draft EIS, including Sections 3.24 and 4.24 regarding cultural and historical resources and anticipated impacts from the MBSD on those resources, as well as to review and comment on the draft Programmatic Agreement and Alternative Mitigation Plan. CEMVN considered these comments in finalizing this Programmatic Agreement and responses to these comments are included in Appendix B to the Final EIS. Additional details regarding public outreach related to the EIS are included in Chapter 7 of the Final EIS; and

NOW, THEREFORE, the CEMVN, LA SHPO, and ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

CEMVN shall ensure compliance with the following measures:

I. Correspondence

- A. Electronic mail (email) will serve as the official correspondence method for all communications regarding this 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 Consulting Party to immediately inform the CEMVN of any change in name, address, email address, or phone number of any point-of-contact. The CEMVN will forward this information to all Signatories by email. Failure of any Consulting Party to notify the CEMVN of any change to a point-of-contact's information shall not be grounds for asserting that notice of a proposed action was not received.
- B. All standard response timeframes established by 36 CFR Part 800 will apply to this Agreement, unless an alternative response timeframe is agreed to by the CEMVN, LA SHPO, Tribes, and CPRA. The CEMVN may request expedited review by the LA SHPO and Tribes on a case by case basis. Such expedited review period shall not be less than 10 working days.

II. Tribal Consultation

- A. The CEMVN has made a reasonable and good faith effort to identify Tribes that might attach religious and cultural significance to historic properties that might be affected by the Undertaking or that might be affiliated with the APE for the MBSD project.

- B. The CEMVN has and will continue to consult with federally recognized Tribes in a manner that acknowledges the Government-to-Government relationship with federally recognized Tribes, including those who participated in the consultation to develop this Agreement and also those that request in writing to be a Consulting Party in the consultation to be carried out under the terms of this Agreement (collectively referred to as “Consulting Tribes”).
- C. The CEMVN will provide the Consulting Tribes with an executed copy of this Agreement and has or will provide all Consulting Tribes with copies of all plans, determinations, and findings provided to the LA SHPO.

III. Public Involvement

- A. The CEMVN, in consultation with the LA SHPO, will continue to provide members of the public who express interest in the effects of the MBSD project upon historic properties with a description of the Undertaking and the provisions of this Agreement.
- B. To the extent permitted under applicable federal laws and regulations (e.g., Section 304 of the NHPA, Section 9 of the Archaeological Resources Protection Act [ARPA]), the CEMVN will release to the public documents developed pursuant to this Agreement, including effects determinations. Specific cultural resources data will not be released to the general public or be released as part of NEPA documents.

IV. Other Consulting Parties

- A. The CEMVN, in consultation with the LA SHPO, will continue efforts during the duration of this Agreement to identify other parties with a demonstrated interest in the Undertaking and its effects on historic properties and invite them to be Consulting Parties in the consultation to be carried out under the terms of this Agreement.
- B. The CEMVN will maintain a record of stakeholders who are invited to be or accepted as Consulting Parties in the consultation process for the MBSD project and carried out under the terms of this Agreement maintain it as part of the project file.
- C. If any dispute arises regarding a written request by a stakeholder to be recognized as a Consulting Party, the CEMVN will contact the ACHP and provide all appropriate documentation. The ACHP will participate in the resolution of the issue.

V. Identification, Evaluation, and Assessment of Effects Determinations

- A. The CEMVN, in consultation with the LA SHPO, Consulting Tribes, and CPRA, defined the geographic areas within which the Undertaking will directly or indirectly cause alterations in the character or use of historic properties, referred to as an "Area of Potential Effect" (APE). All Consulting Parties agreed to define two distinct, but related, APEs: a Construction APE and an Operations APE. The figure documenting these APEs is attached as Appendix B. Each APE represents the geographic reach for potential direct, indirect, and cumulative effects upon historic properties. Reasonable and good faith identification and evaluation efforts were limited to the identified MBSD APEs.
- B. The MBSD APEs were defined to include areas that will be directly or indirectly impacted by construction or operation of the MBSD as follows:
1. A Construction APE containing a conveyance channel, guide levees, a dredged Outfall Transition Feature (OTF), a railroad accommodation, a LA Hwy 23 bridge, and a Siphon, as well as any other activities associated with construction (i.e., access roads and staging areas), as shown in Appendix B;
 2. An Operations APE consisting of the outfall and the delta formation area in the Barataria Basin as shown in Appendix B;
- C. The MBSD's potential effects are recognized to be different for each of the defined APEs; therefore, cultural resources identification survey strategies were specifically designed for each APE as were the NRHP evaluation strategies. The results of identification and evaluation are as follows:
1. A cultural resources survey of the Operations APE was completed following a Scope of Work agreed to by all parties. The results of this survey were provided to all parties for review and concurrence. CEMVN concluded that:
 - i. Twenty-eight (28) sites within the Operations APE are ineligible for the National Register.
 - ii. Four (4) historic properties within the Operations APE are eligible for the National Register (16JE2, 16JE3, 16JE11, 16JE147).
 - iii. One (1) property, not assessed for the National Register (16JE237), will be treated as NRHP-eligible.
 - iv. In light of the anticipated effects of operation of the MBSD, CEMVN concluded that the APE contains historic properties that will be adversely affected by the MBSD.

2. Multiple previous cultural resources surveys of the Construction APE were completed by others. CPRA conducted a cultural resources survey within the Construction APE for this project. The results of the CPRA survey were provided to all parties for review and concurrence. CEMVN concluded that:
 - i. Five (5) sites within the Construction APE are ineligible for the National Register.
 - ii. No historic properties within the Construction APE had been determined eligible for the National Register.
 - iii. Four (4) archaeological sites within the Construction APE had not been previously assessed for the National Register (16PL107, 16PL165, 16PL269, 16PL280).
 1. CEMVN has determined that properties 16PL165 and 16PL280 (St. Rosalie Plantation Cemetery #2) are outside of the construction footprint and avoidance measures will be put in place to ensure they are not inadvertently affected.
 2. 16PL269 has been determined ineligible for NRHP, and will not be further treated.
 3. St. Rosalie Plantation (16PL107 Locus One) was investigated, following a Scope of Work agreed to by all parties, and was determined to be NRHP-eligible.
 - iv. CEMVN will proceed in implementation of Stipulation VI. C for the portion of 16PL107 that was investigated, which is 16PL107 Locus One, hereafter referred to only as 16PL107.

VI. Resolution of Adverse Effects

- A. Adverse Effects have been identified for the Operations APE for five NRHP-eligible archaeological sites.
 1. CEMVN and the Consulting Parties have agreed to an alternative mitigation plan (see Appendix C) that includes three basic products:
 - i. Peer-reviewed scholarly publication of an ethnohistoric overview regarding Tribes in the Barataria Basin and larger Mississippi River Delta region;
 - ii. Compilation of information intended to be available only to Tribes that may more specifically elucidate their Tribal history and become useful in future consultations; and

- iii. Public-facing components that may include a website or other accessible materials providing greater information to the public-at-large.
 2. The alternative mitigation shall not exceed a cost of \$350,000.
 3. Alternative mitigation is not required if CEMVN denies CPRA a Permit for the Mid-Barataria Sediment Diversion.
- B. If CEMVN issues the permit, CPRA will be responsible for implementation of the alternative mitigation plan.
 1. Implementation will begin within 6 months following permit issuance.
 2. Outline and draft versions of each product will be provided to all Consulting Parties for 60-day review and comment period.
 3. Completion of all component parts of the alternative mitigation plan is estimated to occur within three (3) years.
 4. When working with Tribes, CPRA or its Designee will ensure that work is coordinated via designated points of contact and will be sensitive to cultural and language differences per the respective requirements of each Tribal Government.
 5. CEMVN will be available to help ensure proper protocols are followed in the collection of primary data.
- C. Based on the outcome of the NRHP-determination for St. Rosalie Plantation (16PL107) outlined in Stipulation V.C., Signatories and Consulting Parties will proceed in negotiating a mitigation strategy that is tailored to the significance of the historic property, and may include, but is not necessarily limited to, one or more of the following:
 1. Public Interpretation;
 2. Historical, Architectural or Archaeological Monographs;
 3. Ethnographic studies; and
 4. Data recovery for archaeological properties.
 5. Off-site mitigation may be considered if it is determined to better serve the public interest due to imminent construction activity. Off-site mitigation possibly includes the acquisition of property with similar historic significance, or preservation easements on property, as appropriate and legal.

- D. Consultation to develop the Treatment Plan for 16PL107 will follow 36 CFR 800 and the resulting plan will become an Appendix to the Programmatic Agreement (Appendix D).

VII. Curation

- A. Recovered archaeological collections from a required archaeological survey, evaluation, and/or mitigation plan remain the property of the landowner (either private, state, federal, etc.). CEMVN, in coordination with the LA SHPO and appropriate Tribe(s), may, as determined through consultation, encourage private landowners to transfer any recovered artifacts and related documentation to an appropriate archive or public or Tribal entity. CEMVN, in coordination with LA SHPO and Tribe(s), will work with all Tribal, State, and local agents to support steps that ensure the long-term curation of recovered artifacts and related documents through the transfer of the materials to a suitable repository as agreed to by CEMVN, LA SHPO, and appropriate Tribes(s) and following applicable State or Tribal guidelines.

VIII. Unanticipated Discoveries and Effects

- A. CEMVN is responsible for complying with 36 CFR 800.13(a)1 in the event of inadvertent discoveries of historic properties during implementation of the Project. Discoveries of previously unidentified historic properties or unanticipated adverse effects to known historic properties are not anticipated, however if there is an inadvertent discovery or unanticipated effect, CEMVN will ensure that the following stipulations are met. If the discovery is or contains human remains, then Stipulation IX shall apply. CPRA will ensure that these provisions will be included in all construction, operations, and maintenance plans as well as ensuring that project managers brief field personnel.
- B. Discovery During Construction Activities:
 - 1. If an unanticipated discovery occurs during construction of the MBSD project, then the construction contractor will comply with CPRA's environmental protection construction specifications and immediately halt all construction activity at the location of discovery and a fifty (50) foot buffer zone will be defined in all directions and appropriate measures to protect the find from further disturbance will be identified and implemented. If the discovery is or contains human remains, then Stipulation IX shall apply. If the discovery does not contain human remains, then CPRA shall notify all Signatories of the discovery within 24 hours. CPRA and CEMVN shall assess available information as soon as reasonably feasible. Within 48 hours after this assessment, CEMVN will provide Signatories and Tribes all available information and

the assessments to consult on the interpretations and recommendations made. Within 7 days after invitation, Signatories and Tribes shall reply with any comment to the CEMVN recommendations.

2. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines the site is either isolated, does not retain integrity sufficient for listing on the NRHP, or will not be further disturbed by construction activities, construction may resume within the fifty (50) foot radius buffer zone.
3. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines that the discovery is eligible or of undetermined eligibility and cannot be avoided, CEMVN in coordination with CPRA will as soon as reasonably feasible determine actions that it can take to resolve adverse effects, and provide this recommendation to Signatories and Tribes within 48 hours of reaching this conclusion. The recommendation shall describe the CEMVN's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO, Tribes, and Consulting Parties shall respond within 7 days of the recommendation. CEMVN shall take into account their comments regarding National Register eligibility and proposed actions, and then work with CPRA to ensure that appropriate actions are carried out. CEMVN shall provide the LA SHPO, Tribes and Consulting Parties a report of the actions when they are completed.
4. Upon completion of the actions, CPRA will direct the contractor to resume work in the fifty (50) foot buffer area.

C. Discovery During Operation Activities:

1. If an unanticipated discovery occurs, CPRA shall notify all Signatories of the discovery within 24 hours of being aware of it. If the discovery is or contains human remains, then Stipulation IX shall apply. As soon as reasonably feasible, CPRA shall supply a SOI-qualified archaeologist to evaluate the discovery and make a written recommendation to CEMVN on the nature and eligibility of the discovery.
2. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines the site is either isolated, does not retain integrity sufficient for listing on the NRHP, or will not be further disturbed then consultation is complete.
3. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines that the discovery is eligible or of undetermined eligibility and impacts to the discovery are on-going, then CEMVN and CPRA will first assess whether further impacts to the discovery can be avoided. The feasible alternatives will be presented to

Consulting Parties. Consulting Parties will have 10 days to reply to the CEMVN and CPRA avoidance measures. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines that further impacts to the discovery can be avoided, CPRA will implement measures to avoid the on-going impacts to the discovery. CEMVN will notify the Signatories and Tribes within 48 hours of agreement to avoidance measures, to summarize the discovery and steps for avoidance.

4. If CEMVN, in consultation with the SHPO, Tribes, and other Consulting Parties, as appropriate, determines that the discovery is eligible or of undetermined eligibility and cannot be avoided, then CEMVN in coordination with CPRA will as soon as reasonably feasible determine actions that it can take to resolve adverse effects, and provide this recommendation to Signatories and Tribes within 48 hours of reaching this conclusion. The recommendation shall describe the CEMVN's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO, Tribes, and Consulting Parties shall respond within 10 days of the recommendation. CEMVN shall take into account their comments regarding National Register eligibility and proposed actions, and then work with CPRA to ensure that appropriate actions are carried out. CEMVN shall provide the LA SHPO, Tribes and Consulting Parties a report of the actions when they are completed.

IX. Discovery of Human Remains

- A. If abandoned cemeteries, unmarked graves, or human remains are discovered during construction or operation of the MBSD, CPRA will comply with the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671 et seq.). CPRA will notify local law enforcement and the Louisiana Division of Archaeology (LDOA), within the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, by telephone to assess the nature and age of the human skeletal remains within twenty-four (24) hours of the discovery of unmarked human remains and will accompany local law enforcement personnel during all field investigations. If the appropriate local law enforcement official determines that the remains are not a crime scene, and the remains are more than 50 years old, LDOA has jurisdiction over the remains. In no instance will human remains be removed from the discovery site until jurisdiction is established. In cases where the LDOA assumes jurisdiction and the remains are determined to be American Indian, LDOA will consult with Tribes, CEMVN, and CPRA to determine the appropriate course of action.

X. Monitoring Plan

- A. CPRA will comply with its Monitoring and Adaptive Management (MAM) Plan, relative to NHPA Section 106 requirements (Section 3.7.4.1), including the use of Secretary of the Interior Qualified Archaeologists to conduct an annual one-day reconnaissance of the Operations APE by boat. The first reconnaissance visit will occur within three months before the first operation of the MBSD and will document current conditions prior to operation for later, post-operation comparison. After operations begin, the reconnaissance survey will be performed annually for a period of 15 years. This reconnaissance team will take photographs and document visible changes to the landscape within the Operations APE, including in proximity to the NRHP properties (16JE2, 16JE3, 16JE11, 16JE147, 16JE237), with the particular attention to any evidence of previously undiscovered cultural resources and the appearance of human remains at known archaeological sites. If an apparent cultural resource is/are located by the reconnaissance team, CPRA will notify all Consulting Parties pursuant to Stipulation VIII. If apparent human remains are found the provisions of Stipulation IX will be followed. A report documenting the results of the annual survey will be provided to all Consulting Parties with 30 days after completion of the survey. CPRA shall share annual survey results as specified at Section 7.6 Compliance Reporting of its MAM Plan, only after CEMVN has been allowed to review proposed language and redact any specific location data for the historic properties or new findings or other sensitive data under applicable law and regulations.

XI. Dispute Resolution

- A. Should any Signatory or Consulting Party to this Programmatic Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, that party will notify the CEMVN, who will seek to resolve such objection through consultation with the relevant parties, including LA SHPO, Consulting Tribes and CPRA, as appropriate.
- B. If CEMVN determines that the objection cannot be resolved through consultation, the CEMVN shall forward all documentation relevant to the dispute to the ACHP, including any proposed resolution identified during consultation, copying all Signatories and Consulting Parties. The ACHP may provide its advice on the resolution of the objection within 10 business days of receiving adequate documentation. The other Signatories and Consulting Parties may also provide their advice on the resolution of the objection within that time frame.
- C. Prior to reaching a final decision on the dispute, CEMVN will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and Consulting Parties,

and will provide them with a copy of this written response. CEMVN will then proceed according to its final decision.

- D. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute, and the CEMVN's responsibilities to ensure fulfillment of all actions that are not subject of the dispute will remain unchanged.

XII. Administration of this Agreement

- A. All Signatories to this Agreement shall meet according to an agreed timeframe to evaluate the effectiveness of this Agreement, beginning one (1) year after operation of the MBSD has begun. The CEMVN shall coordinate such meetings following the execution of this Agreement, and shall invite the Signatories and Consulting Parties to participate. At each meeting, held in manner and location as mutually agreed upon by the Signatories and Consulting Parties, the effectiveness of the Stipulations of this Agreement shall be discussed. The discussion of cumulative effects as addressed in Stipulation VIII shall be available for consideration at each agreed meeting, if no special conditions have required an additional meeting per Stipulation XV.

XIII. Effect of this Agreement

- A. This Agreement will be signed in counterparts. The terms of the Agreement will not become effective until such time as a Department of the Army permit is executed for the MBSD.
- B. CEMVN shall make compliance with this Agreement a special condition of any permit(s) it issues for the Undertaking.
- C. CPRA agrees that in the event CEMVN grants its permit for the MBSD, it will comply with its obligations as set forth in the stipulations of this Agreement.

XIV. Duration of this Agreement

- A. This Agreement will remain in effect for fifty (50) years from the date that operation of the MBSD begins, unless extended for a five-year period by written agreement negotiated by all Signatories.

XV. Changes to Permitted Actions

- A. CPRA will construct and operate the diversion in accordance with its Department of Army (DA) Permit and the Monitoring and Adaptive Management (MAM) Plan. If CPRA submits an updated permit application

for a modification to the permitted project, it will notify CEMVN in writing of the proposed modification(s), and if new construction is proposed or if new areas may be affected outside the current APEs (Appendix B), it will include a map depicting the new areas potentially affected by the proposed changes. CEMVN will consider such a modification in accordance with the provisions of 33 CFR 325.7. Additionally, CEMVN will evaluate the proposed modification(s) to determine their potential to cause adverse effects to historic properties. CEMVN will notify the Signatories if the determination is for no adverse effect, and invite response. If CEMVN concludes the effects would be adverse or outside of the current APEs (Appendix B), then CEMVN will consult with Signatories and any other Consulting Parties to determine appropriate actions to resolve any adverse effects, including altering the proposed modification to avoid the adverse effects, or utilizing the alternative mitigation strategy to mitigate the adverse effects. If the adverse effects cannot be accounted for under the alternate mitigation strategy, CEMVN and the Consulting Parties will consult to amend this Agreement in accordance with Stipulation XVI.

XVI. Amendment of the Agreement

- A. This Agreement may be amended when such an amendment is agreed to in writing by all the Signatories. Notwithstanding any provision of this Agreement, CEMVN, ACHP, LA SHPO, and any Invited Signatory may request that it be amended, whereupon these parties will consult to consider such amendment. The CEMVN will facilitate such consultation within thirty (30) days of receipt of the written request. Any amendment will be in writing and will be signed by the CEMVN, ACHP, LA SHPO, CPRA, and Invited Signatories, and shall be effective on the date of the final signature.
- B. Appendices: Appendices may be amended at the request of CEMVN or another Signatory or Invited Signatory in the following manner:
 1. CEMVN, on its own behalf or on behalf of another Signatory or Invited Signatory, shall notify the Signatories and Invited Signatories of the intent to modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all Signatory and Invited Signatories.
 2. If no Signatory or Invited Signatory objects in writing within thirty (30) days of receipt of the proposed modification, CEMVN shall date and sign the amended Appendix and provide a copy of the amended Appendix to the other Signatories. Such an amendment shall go into effect on the date CEMVN transmits the amendment to the other Signatories. If any Signatory or Invited Signatory objects in writing within thirty (30) days of receipt of the proposed modification, the modification shall not go into effect until agreed to as an amendment under subsection A.

3. Current List of Appendices:

- i. Appendix A: POCs and Contact Information
 - ii. Appendix B: Memorandum Summarizing the APEs with Maps
 - iii. Appendix C: Alternative Mitigation Plan
 - iv. Appendix D: Reserved for St. Rosalie Archaeological Mitigation Plan
- C. Any Amendments to this Agreement or the Appendices shall be posted to the CEMVN website for the environmental review of the MBSD project. The MBSD website link is:
<https://www.mvn.usace.army.mil/Missions/Regulatory/Permits/Mid-Barataria-Sediment-Diversion-EIS/>

XVII. Termination of the Agreement

If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XVI, above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories. Once the Agreement is terminated, CEMVN must either (a) execute another Agreement pursuant to 36 CFR 800.14(b), or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. CEMVN will notify the Programmatic Agreement Signatories and Consulting Parties as to the course of action it will pursue.

XVIII. Addition of Another Federal Agency

In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for activities associated with the Undertaking as described in this Agreement, and the Undertaking remains unchanged, that agency may fulfill its Section 106 responsibilities by stating in a written letter to CEMVN, LA SHPO, and ACHP that it concurs with and will comply with the terms of this Agreement and that it will condition its authorization (funding/license/permit) on the Applicant's compliance with the terms of this PA. Such agreement shall be evidenced by filing the letter with the ACHP, providing notification to the other Consulting Parties, and implementation of the terms of this Agreement as appropriate.

Execution of this Agreement by the ACHP, CEMVN, and LA SHPO and the implementation of its terms, evidence that the CEMVN as lead federal agency (carrying

out the collective responsibilities for EPA, NOAA, DOI, and USDA) has taken into account the effects of the MBSD Project upon historic properties and has afforded the ACHP an opportunity to comment.

SIGNATORY PAGE

**Programmatic Agreement
among
United States Army Corps of Engineers,
Chitimacha Tribe of Louisiana,
Choctaw Nation of Oklahoma,
Louisiana State Historic Preservation Officer,
The Advisory Council on Historic Preservation
and
The Louisiana Coastal Protection and Restoration Authority
Regarding the
Mid-Barataria Sediment Diversion
River Mile 60.7-R, Plaquemines Parish, Louisiana**

U.S. Army Corps of Engineers, New Orleans District (CEMVN)

Stephen F. Murphy
Colonel, Corps of Engineers
District Commander

Date: _____

SIGNATORY PAGE

**Programmatic Agreement
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The Louisiana State Historic Preservation Officer

Kristin P. Sanders,
Louisiana State Historic Preservation Officer

Date: _____

SIGNATORY PAGE

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The Advisory Council on Historic Preservation

Reid Nelson, Executive Director, Acting
ACHP

Date: _____

INVITED SIGNATORY PAGE

**Programmatic Agreement
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Louisiana Coastal Protection and Restoration Authority

Bren Haase,
Executive Director

Date: _____

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River Mile 60.7-R, Plaquemines Parish, Louisiana**

Choctaw Nation of Oklahoma

Nothing in this Agreement shall be construed to waive the sovereign rights and immunities of the Choctaw Nation of Oklahoma, its officers, employees, or agents

Gary Batton, Chief

Date: _____

INVITED SIGNATORY PAGE

**Programmatic Agreement
among
United States Army Corps of Engineers,
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Chitimacha Tribe of Louisiana

Melissa Darden, Chairman

Date: _____

CONCURRING PARTY SIGNATORY PAGE

**Programmatic Agreement
among
United States Army Corps of Engineers,
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The Louisiana Coastal Protection and Restoration Authority
Regarding the
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Mississippi Band of Choctaw Indians

Ben Cyrus, Chief

Date: _____

CONCURRING PARTY SIGNATORY PAGE

**Programmatic Agreement
among
United States Army Corps of Engineers,
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U.S. Department of the Interior

Mary Josie Blanchard, Principal Representative

Date: _____

CONCURRING PARTY SIGNATORY PAGE

**Programmatic Agreement
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U.S. Environmental Protection Agency

Mary Kay Lynch
Alternate to Principal Representative

Date: _____

CONCURRING PARTY SIGNATORY PAGE

**Programmatic Agreement
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River Mile 60.7-R, Plaquemines Parish, Louisiana**

United States Department of Agriculture

Ronald Howard, Director, Acting

Date: _____

CONCURRING PARTY SIGNATORY PAGE

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River Mile 60.7-R, Plaquemines Parish, Louisiana**

National Oceanic and Atmospheric Administration

Christopher D. Doley
Principal Representative, National Oceanic and Atmospheric Administration
Chief, Habitat Restoration Division

Date: _____

Appendix A
Point of Contact Information

Appendix A: Point of Contacts (POC)

CONTACT INFORMATION FOR SIGNATORIES

Signatories shall provide USACE with updated contact information as it becomes available, and revisions to this Appendix A will be made without an amendment to this Agreement.

Federally-Recognized Tribes	
<p>Chitimacha Tribe of Louisiana</p> <p><u>Primary:</u> Kimberly S. Walden, THPO Chitimacha Tribe of Louisiana 155 Chitimacha Loop Charenton, LA 70523 (337) 923-9923 kim@chitimacha.gov</p> <p>Method of contact for project notification and documentation: email to Primary contact.</p> <p>Method of contact for other communication: email, phone call</p>	<p>Chitimacha Tribe of Louisiana</p> <p><u>Secondary:</u> Chairman Melissa Darden Chitimacha Tribe of Louisiana 155 Chitimacha Loop Charenton, LA 70523 (337) 924-4973</p>
<p>Choctaw Nation of Oklahoma</p> <p><u>Primary:</u> Ian Thomson Historic Preservation Department Choctaw Nation of Oklahoma P.O. Box 1210 Durant, OK 74702 (580) 924-8280 ithompson@choctawnation.com</p> <p>Lindsey D. Bilyeu, MS Senior Compliance Review Officer lbilyeu@choctawnation.com</p> <p>Method of contact for project notification and documentation: email Senior Compliance Review Officer with a copy to THPO.</p> <p>Method of contact for other communication: email, phone call</p>	<p>Choctaw Nation of Oklahoma</p> <p><u>Secondary:</u> Gary Batton, Chief Choctaw Nation of Oklahoma Attn: Choctaw Nation Historic Preservation Department P.O. Box 1210 Durant, OK 74702-1210 (800) 522-6170 gbatton@choctawnation.com</p>

<p>Mississippi Band of Choctaw Indians</p> <p><u>Primary:</u> Ken Carleton, Tribal Archeologist Mississippi Band of Choctaw Indians 101 Industrial Road Choctaw, MS 39350 (601) 656-5251 ken.carleton@choctaw.org</p> <p>Method of contact for project notification and documentation: email to Primary contact.</p> <p>Method of contact for other communication: email, phone call</p>	<p>Mississippi Band of Choctaw Indians</p> <p><u>Secondary:</u> Ben Cyrus, Chief Mississippi Band of Choctaw Indians 101 Industrial Road Choctaw, MS 39350 (601) 656-5251 info@choctaw.org</p>
<p>SHPOS & Independent Federal Organizations</p>	
<p>Advisory Council on Historic Preservation</p> <p><u>Primary:</u> John Eddins, Program Analyst Advisory Council on Historic Preservation 401 F Street NW, Suite 308 Washington DC 20001-2637 (202) 517-0211 e106@achp.gov; jeddins@achp.gov</p> <p>Method of contact for project notification and documentation: email to e106@achp.gov and copy to Primary contact email.</p> <p>Method of contact for other communication: email, phone call</p>	<p>Advisory Council on Historic Preservation</p> <p><u>Secondary:</u> Reid Nelson, Executive Director, Acting Office of Federal Agency Programs Advisory Council on Historic Preservation 401 F. Street NW, Suite 308 Washington, DC 20001-2637 (202) 517-0222 achp@achp.gov; nelson@achp.gov</p> <p>Method of contact for project notification and documentation: email to e106@achp.gov and copy to Primary contact email.</p> <p>Method of contact for other communication: email, phone call</p>
<p>Louisiana State Historic Preservation Officer</p> <p><u>Primary:</u> Chip McGimsey State Archaeologist Division of Archaeology PO Box 44247 Baton Rouge, LA 70804-4241 (225) 219-4598 cmcgimsey@crt.la.gov</p> <p>Method of contact for project notification and documentation: email at section106@crt.la.gov</p>	<p>Louisiana State Historic Preservation Officer</p> <p><u>Secondary:</u> Rachel Watson Division of Archaeology PO Box 44247 Baton Rouge, LA 70804-4241 (225) 342-8165 rwatson@crt.la.gov</p> <p>Method of contact for project notification and documentation: section106@crt.la.gov</p> <p>Archaeological Site Forms: Submit to LA Division of Archaeology via email to siteforms@crt.la.gov.</p>

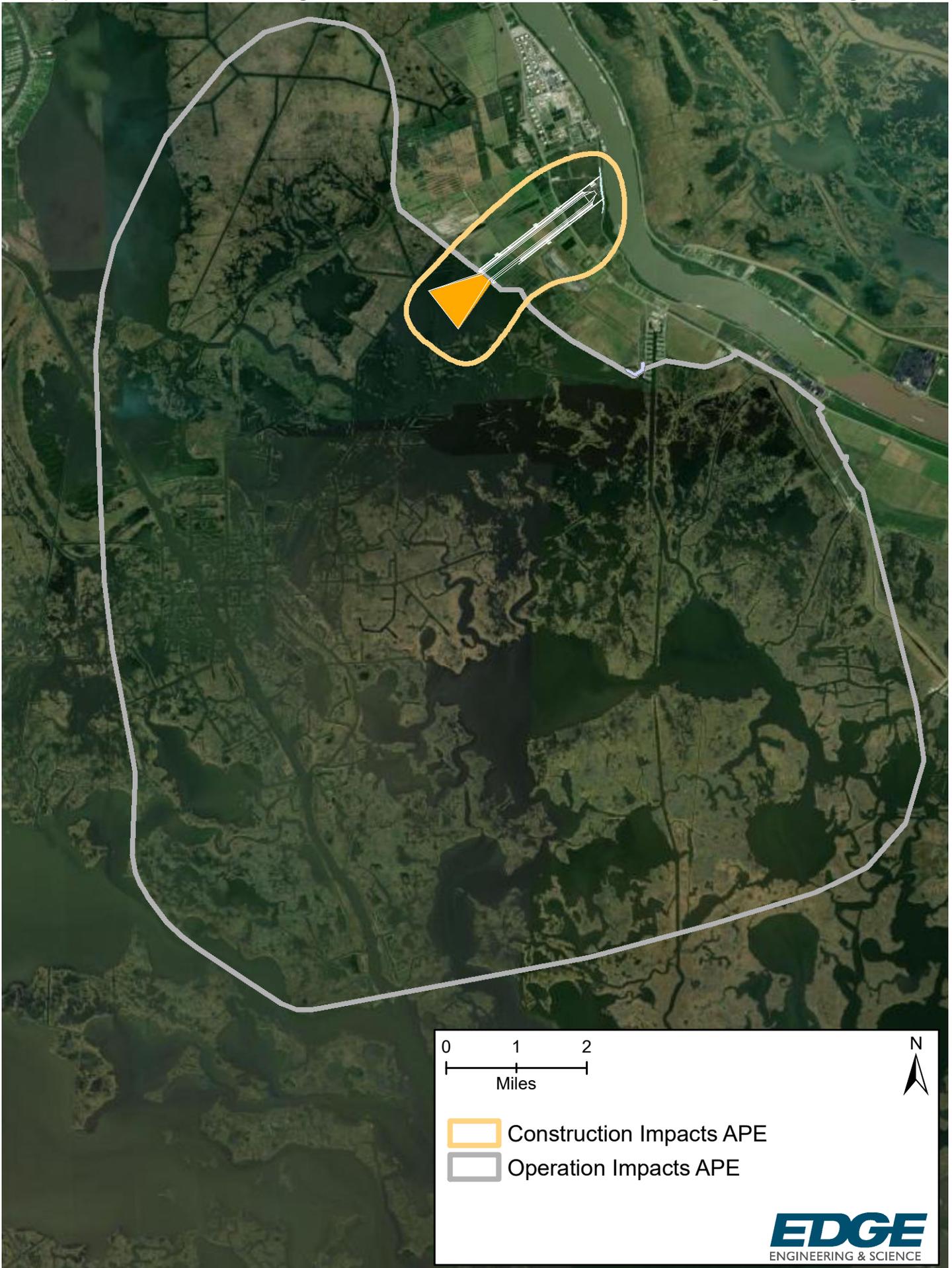
<p>Archaeological Site Forms: Submit to LA Division of Archaeology via email to siteforms@crt.la.gov.</p> <p>Reports: Hard copy and PDF on CD</p> <p>Method of contact for other communication: email, phone call</p>	<p>Reports: Hard copy and PDF on CD</p> <p>Method of contact for other communication: email, phone call</p>
<p>U.S. Army Corps of Engineers (USACE) Districts</p>	
<p>New Orleans District (CEMVN)</p> <p><u>Primary</u> Paul J. Hughbanks, Archaeologist CEMVN-PDS-N 4700 Leake Ave. New Orleans, LA 70118 (504) 862-1100 Paul.J.Hughbanks@usace.army.mil</p> <p>Method of contact for project notification and documentation: email or receipt of hard copy</p> <p>Method of contact for other communication: email, phone call</p>	<p>New Orleans District (CEMVN)</p> <p><u>Secondary:</u> Jason A. Emery, Cultural Resources RTS and District Tribal Liaison CEMVN-PDS-N 4700 Leake Ave. New Orleans, LA 70118 (504) 862-2364 Jason.a.emery@usace.army.mil</p>
<p>Other Federal Agencies</p>	
<p>U.S. Department of the Interior</p> <p><u>Primary:</u> Ben Frater, Compliance Supervisor Gulf Restoration Office 341 N. Greeno Road Fairhope, AL 36532 (404) 314-8815 benjamin_frater@fws.gov</p> <p>Method of contact for project notification and documentation: email at michelle_eversen@fws.gov and copy to secondary contact.</p> <p>Method of contact for other communication: email, phone call</p>	<p><u>Secondary:</u> Sarah Clardy, TIG Representative Gulf Restoration Office 341 N. Greeno Road Fairhope, AL (912) 276-4206 Sarah_clardy@fws.gov</p>

<p>U.S. Environmental Protection Agency Region 6</p> <p><u>Primary:</u> Robert Houston, Staff Director Communities, Tribes and Environmental Assessment Office of the Regional Administrator U.S. EPA Region 6 1201 Elm Street, Suite 500 Dallas, Texas 75270-2102 (214) 665-8565 houston.robert@epa.gov</p> <p>Method of contact for project notification and documentation: email to Primary and Secondary contacts.</p> <p>Method of contact for other communication: email, phone call</p>	<p><u>Secondary:</u> Doug Jacobson, EPA TIG Representative U.S. EPA Region 6 (WD-AM) 1201 Elm Street, Suite 500 Dallas, Texas 75270-2102 (214) 665-6692 jacobson.doug@epa.gov</p> <p>Method of contact for project notification and documentation: email to Primary and Secondary contacts.</p> <p>Method of contact for other communication: email, phone call</p>
<p>United States Department of Agriculture</p> <p><u>Primary:</u> Ronald Howard Director, Acting USDA Gulf Coast Ecosystem Restoration Team 7578 Old Canton Road Madison, MS 39110 c. (601) 812-9449 ron.howard@usda.gov</p>	<p><u>Secondary:</u> Jon Morton Biologist USDA Gulf Coast Ecosystem Restoration Team 7578 Old Canton Road Madison, MS 39110 Jon.morton@usda.gov c. (601) 331-7327</p>
<p>National Oceanic and Atmospheric Administration</p> <p><u>Primary:</u> Rachel Sweeney, Program Manager Deepwater Horizon Restoration Program NOAA Restoration Center 263 13th Ave S St Petersburg, FL 33701 (727) 551-5743 rachel.sweeney@noaa.gov</p> <p>Method of contact for all project notification and documentation: email to rachel.sweeney@noaa.gov</p>	<p><u>Secondary:</u> Christy Fellas, Compliance Coordinator Deepwater Horizon Restoration Program NOAA Restoration Center 263 13th Ave S St Petersburg, FL 33701 (727) 551-5714 christina.fellas@noaa.gov</p> <p>Method of contact for all project notification and documentation: email to christina.fellas@noaa.gov</p>

Permit Applicant	
Louisiana Coastal Protection and Restoration Agency (CPRA)	
<p><u>Primary:</u> Elizabeth L. Davoli, Coastal Resources Scientist Manager 150 Terrace Ave Baton Rouge, LA 70802 (225) 342-4616 Elizabeth.Davoli@la.gov</p> <p>Method of contact for project notification and documentation: email or receipt of hard copy</p> <p>Method of contact for other communication: email, phone call</p>	<p><u>Secondary:</u> Brad Barth, Operations Assistant Administrator 150 Terrace Ave Baton Rouge, LA 70802 (225) 342-4553 Bradley.Barth@la.gov</p> <p>Method of contact for project notification and documentation: email or receipt of hard copy</p>

Appendix B
Final and Agreed APE Referenced within this
Programmatic Agreement

Appendix B: Final and Agreed APE Referenced within this Programmatic Agreement



Appendix C
Alternate Mitigation Plan

Appendix C: Alternate Mitigation Plan for the Mid-Barataria Division PA

Native Americans have an enduring presence and deep history in Southeastern Louisiana. At the time of European contact, approximately twenty Native nations lived within the present political boundaries of Louisiana; and of that number, at least six nations occupied the Barataria region. By the eighteenth century, under increasing pressure from Anglo-Europeans east of the Mississippi River, several small nations migrated west to settle in colonial Louisiana where their descendants remain today. During Indian Removal in the antebellum period, some Native Americans driven from their eastern homelands came to settle in small groups or with relatives already established in Louisiana.

Throughout the eighteenth and nineteenth centuries, Southeastern Louisiana remained important to Native Americans in Louisiana. They participated in the eighteenth-century colonial market economy or came to the capital of New Orleans to represent their nations in counsel, negotiations, and treaties. Although conditions for the Tribes would change under the American administration, New Orleans remained a political and commercial center and a viable market for Native Americans into the twentieth century. Over the centuries, the Barataria region remained a place of importance for Native Americans, utilized by hunters and fishermen, and the women who gathered plants like Spanish moss, sassafras, swamp cane, and various herbs for their own use and for barter and sale to the colonists and later Americans.

Project Goals and Objectives:

This project will document Native Americans in Southeastern Louisiana between 1500 and 1900 AD, focusing on the larger Barataria region and associated segments of the Mississippi River where many coastal restoration projects are proposed or under development. As some Tribal communities were based wholly or in part on the north shore, St. Tammany and Tangipahoa parishes are included with Orleans and Jefferson parishes in the study area. Bounding the study area by Bayou Lafourche and the north shore of Lake Pontchartrain provides a spatially and environmentally discrete landscape reflecting the colonial/antebellum world of Southeastern Louisiana. Further research may extend the study area to include Terrebonne Parish.

The objective of this study is to prepare a comprehensive ethnohistoric overview documenting the Native American presence and history within the study area. To provide background and context for the research period, the study will:

- 1) examine the geologic and environmental history of the region to characterize how changes to the landscape, landforms, hydrology, and environment across the study area affected settlement and use of the study area over time;
- 2) examine the archaeological record and cultural history of the study area immediately prior to 1500 AD;
- 3) identify and provide a brief overview of Native nations in the region between ca. 1500 and 1699, the point of sustained European contact, including:

- a. ancestral occupation and traditional use area(s);
- b. cultural traditions including worldview, lifestyles, technology, and material culture;
- c. broader patterns of ideology and trade.

The study will provide detailed ethnohistories of participating Tribes during the study period that examine how they responded to regional, national, and international encounters, events, and trends that affected, and often threatened, their cultural and physical survival. Research topics will be developed in consultation with the participating Tribes. Those topics may include, but will not be limited to:

1. participating Tribes at the point of contact;
2. how Tribal social and political organization at contact structured and influenced interactions with Europeans and other non-tribal communities, and how socio-political organization changed over time;
3. the effects that disease, slave-taking/trading, conflicts/wars, and other events and interactions had on population, settlement patterns, Tribal economies, and inter-relations;
4. changes to social and political relations, including changes in perceptions and status, under French, Spanish, and American administrations;
5. ancestral land and the ways in which ancestral territories were lost or reduced;
6. how Tribes were able to organize, form new alliances, gain recognition, and persist as sovereign nations beginning in the nineteenth century;
7. addressing the Tribe's connection to and relationship with the region today.

Methodology:

Information will be derived from a review of published literature, archival research, and ethnographic interviews conducted with knowledgeable members of consulting Tribes. Research sources many include, but not be limited to:

- archaeological and ethnographic studies;
- colonial records including the LA Superior Council and Cabildo;
- Catholic church records including baptismal, marriage, and burial records;
- U.S. Territorial records;
- traveler accounts, journals, and letters;
- Federal, state, parish, and local records, including War Department records, Indian agency records, land sales, legal proceedings, school records, and military records;
- genealogical records including census, marriage, and death records;
- Tribal archives
- Tribal histories and ethnographies;
- newspaper accounts;
- cartographic collections;

- photographic collections.

Interviews will be conducted with knowledgeable elders/Tribal members from each participating Tribe. Interviews will be digitally recorded in audio .wav and/or .mpg format. Interviews will be fully transcribed and returned to interviewees for review, correction, and/or additions. Depending upon the needs and objectives of the individuals interviewed and/or the participating Tribes, more than one interview may be conducted with some individuals. Group interviews may be also conducted.

Each Tribe will have the opportunity to participate in a week-long visit to the region. The purpose of the trip is to facilitate discussion of significant places within the region, better understand traditional uses of the landscape, and develop information on traditional lifeways and settlement patterns within the study area.

Products:

The proposed study will provide three products:

- 1) A scholarly publication detailing the results of the study. The report will address all of the topics identified in the proposed scope, and will include a detailed bibliography of references used in the study and/or applicable to the study goals. The presentation of graphical information (i.e., maps) illustrating the locations and patterns of movement of individual Tribes will be developed in consultation with each individual participating Tribe.
- 2) For each participating Tribe, information and/or a series of documents and/or maps that identify specific areas of Tribal occupation at known temporal intervals within the study period will be prepared in consultation with that Tribe. This information will only be made available to each participating Tribe and will not be publicly disclosed. This information will improve consultation with federal agencies by clarifying for each Tribe which projects and/or human remains discoveries they wish to consult on.
- 3) A public component: these can include but are not necessarily limited to:
 - a) the development of a website that tells the Tribal history(s) in the study area through the extensive use of maps showing general patterns of settlement, floral/faunal use, migrations, etc. (but not identifying specific site locations), and historic photographs, paintings, and engravings paired with text developed from the scholarly publication. The inclusion of a number of artists' illustrations of Tribal life in various contexts/times would be an added way to tell these stories.
 - b) Development of curriculum guides and information on Tribal history in Southeastern Louisiana during the study period for use in Louisiana schools.

Appendix D
St. Rosalie Archaeological Mitigation Plan

Appendix D
St. Rosalie Archaeological Mitigation Plan
(to be added)