

## **APPENDIX F**

# **PROGRAMMATIC AGREEMENT AMONG USACE, CPRA, SHPO, AND ACHP**

**Programmatic Agreement**  
**among**  
**the United States Army Corps of Engineers,**  
**the Coastal Protection and Restoration Authority of Louisiana,**  
**the Louisiana State Historic Preservation Officer,**  
**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

WHEREAS, the United States Army Corps of Engineers (USACE), in cooperation with the Coastal Protection and Restoration Authority of Louisiana (CPRA), has been working to reverse the current trend of coastal degradation; and

WHEREAS, the Louisiana Coastal Area Plan (LCA Plan) is the recommended plan resulting from the Louisiana Coastal Area Ecosystem Restoration Study, completed in November 2004 and recommended to the Congress by a Chief of Engineers report dated January 31, 2005; and

WHEREAS, Section 7006 of the Water Resources Development Act (WRDA) of 2007 (Public Law 110-114) includes conditional authorization for the LCA Plan; and

WHEREAS, the LCA Plan calls for a coordinated, feasible solution to the identified critical water resource problems and opportunities in coastal Louisiana and includes fifteen (15) near-term critical restoration features (Undertakings); and

WHEREAS, the USACE has determined that the restoration features are undertakings as defined in the regulations of the Advisory Council on Historic Preservation (ACHP) implementing Section 106 of the National Historic Preservation Act (36 CFR § 800) that may affect properties included in or eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the USACE has consulted with the ACHP and the Louisiana State Historic Preservation Officer (SHPO) to develop this Programmatic Agreement (Agreement) pursuant to 36 CFR § 800.14(b)(1) of the ACHP's regulations implementing Section 106; and

WHEREAS, Section 7006(e)(3) of WRDA 2007 requires submittal of additional feasibility reports on the following six (6) of the fifteen (15) near-term critical restoration features identified in the 2004 LCA Study: (1) Multipurpose Operation of Houma Navigation Canal Lock, (2) Terrebonne Basin Barrier Shoreline Restoration, (3) Small Diversion at Convent/Blind River, (4) Amite River Diversion Canal Modification, (5) Medium Diversion at White's Ditch, and (6) Convey Atchafalaya River Water to Northern Terrebonne Marshes; and authorizes construction of those six features substantially in accordance with the recommendations presented in a final report of the

Chief of Engineers if a favorable report of the Chief is completed by not later than December 31, 2010; and

WHEREAS, Section 7006(e)(1) of WRDA 2007 requires submittal of feasibility reports on the following four (4) of the fifteen (15) near-term critical restoration features identified in the 2004 LCA Study: (1) Land Bridge between Caillou Lake and the Gulf of Mexico, (2) Gulf Shoreline at Point au Fer Island, (3) Modification of Caernarvon Diversion, and (4) Modification of Davis Pond Diversion; and authorizes construction of those four features if the Secretary of the Army determines that the projects are feasible; and

WHEREAS, Section 7006(c) of WRDA 2007 requires submittal of construction reports on the following five (5) of the fifteen (15) near-term critical restoration features identified in the 2004 LCA Study: (1) Mississippi River-Gulf Outlet Environmental Restoration, (2) Small Diversion at Hope Canal, (3) Barataria Basin Barrier Shoreline Restoration, (4) Small Bayou Lafourche Reintroduction, and (5) Medium Diversion at Myrtle Grove; and authorizes construction of those five features substantially in accordance with the report of the Chief of Engineers dated January 31, 2005; 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 Agreement as provided in 36 CFR § 800; and

WHEREAS, the Undertakings, including stipulations of the Agreement, are subject to provisions of the Antideficiency Act (31 U.S.C. § 1341), the unavailability of funds shall not relieve the USACE from its obligation to perform those Section 106 responsibilities set forth in the Agreement; and

WHEREAS, the USACE, ACHP, SHPO, and Indian tribes as defined in 36 CFR § 800.16(m), representatives of local governments, and other appropriate parties have consulted to develop this Agreement to define efficient and cost effective processes and protocols for taking into consideration the effects of the Undertakings upon historic properties pursuant to 36 CFR § 800.14(b)(1); and

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

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

WHEREAS, the USACE has decided that it will invite any interested Indian tribe to sign this Agreement as a concurring party; and

WHEREAS, the CPRA has been invited to be a signatory to this Agreement; and

WHEREAS, the USACE, in coordination with the 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 during the development of this Agreement 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 SHPO agree that the implementation of the following stipulations will evidence that the USACE has taken into account the effects of the Undertakings upon historic properties.

#### STIPULATIONS

The USACE shall adhere to the process and protocols set forth in this Agreement and shall ensure the following stipulations are carried out.

##### I. Tribal Consultation

- A. The USACE shall conduct government-to-government consultation with Indian tribes that attach religious and cultural significance to historic properties that may be affected by the Undertakings.
- B. The USACE will develop protocols with Indian tribes with cultural, religious, and/or ancestral ties to the Gulf Coast region to facilitate tribal consultation regarding the potential effect of the Undertakings on properties with tribal cultural or religious significance. The USACE shall provide Indian tribes with copies of all plans, determinations, and findings provided to the SHPO to assist the Indian tribes in identifying activities that may be of interest.
- C. Pursuant to this Agreement, the USACE will develop consultation protocols with each Indian tribe, as requested, within ninety (90) days of the execution of this Agreement unless that timeframe is modified by written agreement.
- D. The USACE has invited the Alabama Coushatta Tribe of Texas, the Caddo Nation of Oklahoma, the Chitimacha Tribe of Louisiana, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Quapaw Tribe of Oklahoma, the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, and the Tunica-Biloxi Tribe

of Louisiana to consult in the development of the Agreement. The Alabama-Coushatta Tribe of Texas and the Mississippi Band of Choctaw Indians have participated in the development of the Agreement and will each sign the Agreement as a concurring party. The USACE will provide all invited Indian tribes with a copy of the Programmatic Agreement and will invite them to sign the Agreement as concurring parties.

## II. Public Involvement

- A. The USACE, in coordination with the SHPO, shall identify and provide members of the public likely to be interested in the effects of the Undertakings upon historic properties with a description of the restoration features 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 right to review and comment on proposed major federal actions that are evaluated by a NEPA document. This is known as the "scoping process." The scoping process is the initial step in the preparation of a NEPA document and will help identify (1) the range of actions (project, procedural changes), (2) alternatives (both those to be rigorously explored and evaluated and those that may be eliminated), and (3) the range of environmental resources considered in the evaluation of environmental impacts.
- C. The USACE will release a draft of the NEPA document for each of the Undertakings to the public for a review period. A public meeting soliciting comments on the proposed action presented in each draft NEPA document will be held during the public comment period. Comments from this review period will be incorporated into each final NEPA document.
- D. To the extent permitted under applicable federal laws and regulations, the USACE will release to the public documents developed pursuant to this Agreement, including protocols, effects determinations, and Interim Progress Reports.

## III. Other Consulting Parties

- A. The USACE, in coordination with the 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 Undertakings and maintain it as part of the administrative 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. Identification, Evaluation, and Assessment of Effects Determinations

- A. In coordination with the SHPO and Indian tribes, the USACE will develop protocols for the identification and evaluation of historic properties covered under the terms of this Agreement. Such protocols also will address applicable professional standards, documentation requirements for SHPO submissions, review procedures, and the involvement of consulting parties. Identification and evaluation protocols will be developed within ninety (90) days of the execution of this Agreement unless that timeframe is modified by written agreement.
- B. The USACE, in consultation with the SHPO and Indian tribes, will define and document the area of potential effects (APE) for each of the Undertakings based on the nature of the proposed construction, existing information on the presence or absence of historic properties, the types of historic properties expected to be encountered, the physical characteristics of the APE, and the religious and cultural significance of the APE to Indian tribes. The APE associated with each restoration feature will anticipate the potential for direct, indirect, and cumulative effects upon historic properties. Identification and evaluation efforts will be limited to the APE once that APE is approved by the SHPO and Indian tribes who have signed this Agreement.
- C. In the event of disagreement between the USACE, SHPO, and/or Indian tribes on 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.
- D. All standard response timeframes established under 36 CFR § 800 will apply during the interim period between the execution of this Agreement and the adoption of identification and evaluation protocols, unless otherwise agreed by the SHPO and Indian tribes. The USACE may request expedited review by the SHPO and Indian tribes on a case by case basis during the interim period.

## V. Coordination of Effects Determinations

- A. The USACE shall evaluate effects of each of the Undertakings on historic properties in a holistic manner. In the event the USACE determines that any aspect of an Undertaking will have an effect or adverse effect on a historic property within the restoration feature's APE, the entire restoration feature will be reviewed accordingly.
- B. In the absence of alternative response timeframes identified in approved protocols developed pursuant to this Agreement, consultation under this Agreement will be concluded for USACE findings of *no historic properties affected* when the SHPO and Indian tribes have reviewed the written documentation and concur with the USACE finding or do not object within thirty (30) days of receipt of an adequately documented finding.
- C. Following submission of written documentation to the SHPO and 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. Unavoidable visual effects to historic properties in cases where reasonable and practicable efforts to screen views are considered and implemented; and
  3. Modifications or conditions to ensure consistency with the Secretary of Interior's *Standards for the Treatment of Historic Properties* and applicable guidelines.
- D. In the absence of alternative response timeframes identified in approved protocols developed pursuant to this Agreement, consultation under this Agreement will be concluded for USACE findings of *no adverse effect* or *no adverse effect with conditions* when the SHPO and Indian tribes have reviewed the written documentation and concur with the USACE finding or do not object within thirty (30) days of receipt of an adequately documented finding. The public shall also be afforded an opportunity to comment.
- E. Should the SHPO and/or Indian tribes object to USACE's findings of *no historic properties affected*, findings of *no adverse effect with conditions*, findings of *no adverse effect*, or should the USACE determine that it cannot accept conditions requested by the SHPO and/or Indian tribes, the USACE shall seek to resolve such objection through consultation in accordance with Stipulation IX of this Agreement.

## VI. Resolution of Adverse Effects

- A. In the event that the USACE, in consultation with the SHPO and Indian tribes, determines that the implementation of an Undertaking 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 ACHP, SHPO, Indian tribes, other consulting parties, and the public. If the project activity will affect a National Historic Landmark, the USACE shall also notify the National Park Service (NPS). The adverse effect notification shall include the documentation specified in 36 CFR § 800.11(e), subject to the confidentiality provisions of 36 CFR § 800.11(c).
- B. In the absence of alternative response timeframes identified in approved protocols developed pursuant to this Agreement, the ACHP, SHPO, Indian tribes, consulting parties, including NPS, as appropriate, and the public shall be afforded an opportunity to review and comment on the adverse effect notification for a period of thirty (30) days after receipt of the adverse effect notification.
- C. The USACE, in consultation with the SHPO, Indian tribes, other consulting parties, and the ACHP if they notify the parties of their participation pursuant to 36 CFR 800.6(a)(1)(iii), will develop treatment plans for the resolution of adverse effects to historic properties within sixty (60) days of the receipt of the adverse effect notification. Such treatment plans will address measures to avoid, minimize, or mitigate adverse effects on historic properties. Standard mitigation measures will be tailored to the significance of the historic property, and may address the following:
  1. Public Interpretation;
  2. Documentation consistent with the Level II Standards of the Historic American Building Survey/ Historic American Engineering Record (HABS/HAER);
  3. Historical, Architectural or Archaeological 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 approved by the SHPO as possessing similar overall character; and
9. Data recovery for archeological properties.

D. Once the consulting parties agree to a treatment plan for the resolution of adverse effects on historic properties, the parties will execute a memorandum of agreement.

E. Should the USACE, SHPO, and/or Indian tribes disagree on the proposed mitigation measures, the USACE shall seek to resolve such objection through consultation in accordance with Stipulation IX of this Agreement.

F. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the USACE may not incur costs for data recovery activities that exceed one percent of the total amount authorized to be appropriated for the critical restoration feature, unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)).

## VII. 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 any of the Undertakings, the USACE immediately shall secure the jobsite and suspend work in the vicinity of the affected resource. The USACE shall immediately notify the SHPO, Indian tribes consistent with tribal protocols, and other consulting parties, as appropriate, should the proposed work adversely affect a previously unidentified historic property or will adversely affect a known historic property in an unanticipated manner. In accordance with Stipulation VI of this Agreement, the USACE, in coordination with the ACHP, SHPO, Indian tribes, and other consulting parties, as appropriate, will develop standard mitigation measures. The USACE will implement the standard

mitigation measures once approved by the ACHP, SHPO, Indian tribes, and consulting parties, as appropriate.

- B. In the event that the USACE discovers 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 follow procedures established in the Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671-681).
- C. In the event that the USACE discovers 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 follow procedures established by the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 and the regulations that allow for its implementation (43 CFR § 10) and the Archaeological Resources Protection Act of 1979 (Public Law 96-95; 16 U.S.C. 470aa-mm), as amended, and implementing regulations (32 CFR § 229).
- D. The USACE shall insure that all contractors are made aware of the requirements of this Agreement by way of its inclusion with solicitation and award documentation. In the event that a contractor discovers a previously unidentified historic property, the contractor shall immediately notify the USACE, refrain from further project activities within the immediate vicinity of the discovery, and take reasonable efforts to avoid and minimize harm to the historic property. The USACE shall implement additional measures to secure the historic property for safety and security concerns, as appropriate.
- E. In the event that previously unidentified direct 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 affecting work. The USACE, in consultation with the SHPO, Indian tribes, and ACHP, as appropriate, will review the effect in accordance with the provisions of this Agreement.
- F. In the event that previously unidentified direct adverse effects to structural historic properties are identified following the completion of work within an activity area, owners of such affected properties may provide the USACE with evidence of such effects for a period of twelve (12) months from the completion of the affecting work. The USACE, in consultation with the SHPO, Indian tribes, as appropriate, and the ACHP, as appropriate, will review the effect in accordance with the provisions of this Agreement.

- G. If the USACE, 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 IX of this Agreement.
- H. If, during performance of any relocations, construction of any improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, or performance of any operation, maintenance, repair, rehabilitation and replacement (OMRR&R) activities required for a critical restoration feature, the CPRA discovers a previously unidentified historic property, including archeological sites, human remains, and properties of traditional religious and cultural significance to Indian tribes, the CPRA shall immediately notify the USACE, refrain from further project activities within the immediate vicinity of the discovery, and take reasonable efforts to avoid and minimize harm to the historic property. The CPRA, in coordination with the USACE, shall follow the procedures discussed in paragraphs A. through C. of this Stipulation, as applicable. The CPRA shall not proceed with performance of any relocation or construction of any improvement that is related to such a discovery until the USACE provides written notice to the CPRA that it should proceed with such work.
- I. The CPRA shall insure that its contractors are made aware of the requirements of this Agreement by way of its inclusion with solicitation and award documentation for activities related to performance of relocations, construction of improvements, or OMRR&R activities required for a critical restoration feature. In the event that a contractor discovers a previously unidentified historic property, the contractor shall immediately notify the CPRA, refrain from further project activities within the immediate vicinity of the discovery, and take reasonable efforts to avoid and minimize harm to the historic property. The CPRA shall implement additional measures to secure the historic property for safety and security concerns, as appropriate.

#### VIII. Treatment of Human Remains

- A. Pursuant to this Agreement, the USACE, in consultation with the SHPO and Indian tribes will develop protocols within ninety (90) days of the execution of this Agreement that take into account all applicable laws and regulations for the treatment of human remains that may be encountered during any ground disturbing activities related to the Undertakings.

- B. For human remains that are determined to be Native American, the USACE will develop a subset of the treatment protocols in consultation with the SHPO and Indian tribes.
- C. The USACE or the CPRA, as applicable, will implement the approved treatment protocols, in consultation with the SHPO and Indian tribes, in the event human remains are encountered during any ground disturbing activities related to the Undertakings.

IX. Dispute Resolution

- A. Except for the resolution of eligibility issues, as set forth in Stipulation IV.C. of this Agreement, should the 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, the USACE shall forward all documentation relevant to the dispute to the ACHP, including any proposed resolution identified during consultation. Within seven days after receipt of all pertinent documentation, the ACHP may:
  - 1. Provide the USACE with recommendations to take into account in reaching final decision regarding the dispute; or
  - 2. Notify the USACE that it will comment pursuant to 36 CFR § 800.7(c) and provide formal comments within twenty-one (21) days.
- C. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute, and the USACE's responsibilities to fulfill all actions that are not subject of the dispute will remain unchanged.
- D. If the ACHP does not provide the USACE with recommendations or notification of its intent to provide formal comments within seven (7) days, the USACE may assume that the ACHP does not object to its recommended approach and it will proceed accordingly.

X. Administration and Duration of this Agreement

- A. This Agreement will become effective upon the date of execution by the final signatory. The refusal of any party invited to concur in the Agreement will not invalidate the Agreement.

- B. This Agreement will remain in effect for fifteen (15) years from the date of execution, unless extended for a five-year period by written agreement negotiated by all signatories by July 2025.
- C. The USACE shall provide all signatories with annual Interim Progress Reports, which will be submitted every twelve (12) months from the execution date of this Agreement.
- D. The consulting parties to this Agreement shall meet annually, or as needed, to evaluate the effectiveness of this Agreement.

XI. Amendment and Termination

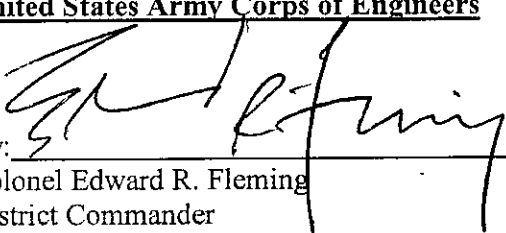
- A. Notwithstanding any provision of this Agreement, the signatories may request that it may be amended, whereupon the signatories will consult to consider such amendment. The USACE will facilitate such consultation, including Indian tribes, within thirty (30) days of the request from one of the signatory parties. Any amendment will be in writing and will be signed by the USACE, ACHP, SHPO, and CPRA, and shall be effective on the date of the final signatory.
- B. This Agreement may be terminated at the request of any of the signatory parties within thirty (30) days following written notification to all parties. In the event of termination, the USACE shall comply with 36 CFR § 800 on a case by case basis for all activities covered by the Agreement.

**Programmatic Agreement  
among  
the United States Army Corps of Engineers,  
the Coastal Protection and Restoration Authority of Louisiana,  
the Louisiana State Historic Preservation Officer,  
and  
the Advisory Council on Historic Preservation,  
Regarding the  
Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

Execution of this Programmatic Agreement and implementation of its terms evidences that the USACE has taken into account the effects of the LCA Plan upon historic properties and has afforded the ACHP an opportunity to comment.

**Signatory:**

**United States Army Corps of Engineers**

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

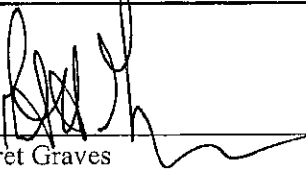
Date: 28 July 2010

**Programmatic Agreement  
among  
the United States Army Corps of Engineers,  
the Coastal Protection and Restoration Authority of Louisiana,  
the Louisiana State Historic Preservation Officer,  
and  
the Advisory Council on Historic Preservation,  
Regarding the  
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Execution of this Programmatic Agreement and implementation of its terms evidences that the USACE has taken into account the effects of the LCA Plan upon historic properties and has afforded the ACHP an opportunity to comment.

**Signatory:**

**Coastal Protection and Restoration Authority of Louisiana**

By:   
Garret Graves  
Chairman  
Coastal Protection and Restoration Authority of Louisiana

Date: 7/27/10

**Programmatic Agreement  
among  
the United States Army Corps of Engineers,  
the Coastal Protection and Restoration Authority of Louisiana,  
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and  
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Execution of this Programmatic Agreement and implementation of its terms evidences that the USACE has taken into account the effects of the LCA Plan upon historic properties and has afforded the ACHP an opportunity to comment.

**Signatory:**

**Louisiana State Historic Preservation Officer**

By: Phil Boggan (by) Jacob Holson Morris Date: 7/27/10  
Phil Boggan  
Deputy Louisiana State Historic Preservation Officer  
Louisiana Office of Cultural Development




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Execution of this Programmatic Agreement and implementation of its terms evidences that the USACE has taken into account the effects of the LCA Plan upon historic properties and has afforded the ACHP an opportunity to comment.

**Signatory:**

**Advisory Council on Historic Preservation**

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

Date: 7/29/10

**Programmatic Agreement**  
**among**  
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**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Alabama Coushatta Tribe of Texas**

By: \_\_\_\_\_  
Carlos Bullock, Tribal Council Chairman

Date: \_\_\_\_\_

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the Advisory Council on Historic Preservation,  
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**Concurring Party:**

**Mississippi Band of the Choctaw Indians**

By: \_\_\_\_\_  
Beasley Denson, Chief

Date: \_\_\_\_\_

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**the Louisiana State Historic Preservation Officer,**  
**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Caddo Nation of Oklahoma**

By: \_\_\_\_\_  
Brenda Shemayne Edwards, Chairperson

Date: \_\_\_\_\_

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**the Louisiana State Historic Preservation Officer,**  
**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Chitimacha Tribe of Louisiana**

By: \_\_\_\_\_  
John Paul Darden, Chairman

Date: \_\_\_\_\_

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**among**  
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**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Choctaw Nation of Oklahoma**

By: \_\_\_\_\_  
Gregory E. Pyle, Chief

Date: \_\_\_\_\_

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**and**  
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**Concurring Party:**

**Coushatta Tribe of Louisiana**

By: \_\_\_\_\_  
Kevin Sickey, Chief

Date: \_\_\_\_\_

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**Concurring Party:**

**Jena Band of the Choctaw Indians**

By: \_\_\_\_\_  
Christine Norris, Principal Chief

Date: \_\_\_\_\_



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**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Quapaw Tribe of Oklahoma**

By: \_\_\_\_\_  
John Berrey, Chairman

Date: \_\_\_\_\_

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**the Louisiana State Historic Preservation Officer,**  
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**the Advisory Council on Historic Preservation,**  
**Regarding the**  
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**Concurring Party:**

**Seminole Nation of Oklahoma**

By: \_\_\_\_\_  
Enoch Kelley Haney, Principal Chief

Date: \_\_\_\_\_

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**Regarding the**  
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**Concurring Party:**

**Seminole Tribe of Florida**

By: \_\_\_\_\_  
Mitchell Cypress, Chairman

Date: \_\_\_\_\_

**Programmatic Agreement**  
**among**  
**the United States Army Corps of Engineers,**  
**the Coastal Protection and Restoration Authority of Louisiana,**  
**the Louisiana State Historic Preservation Officer,**  
**and**  
**the Advisory Council on Historic Preservation,**  
**Regarding the**  
**Louisiana Coastal Area Ecosystem Restoration Plan (LCA Plan)**

**Concurring Party:**

**Tunica-Biloxi Tribe of Louisiana**

By: \_\_\_\_\_  
Earl J. Barbry Sr., Chairman

Date: \_\_\_\_\_