

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
AND THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE DEMOLITION, REPLACEMENT, AND ELEVATION  
OF ONE POTABLE WATER SYSTEM, WHARF, PILINGS, STAIRS, TWO FISH  
CAMPS, EQUIPMENT STAGING, AND ALL ASSOCIATED PILE DRIVING  
AT (29.015338/ -89.166836)  
(PWs 19144, 19191, and 19192)  
PORT EADS, PLAQUEMINES PARISH, LA**

**WHEREAS**, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, pursuant to Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§5121-5206) and implementing regulations in Title 44 of the Code of Federal Regulations 44 CFR Part 206, proposes to provide Public Assistance to Plaquemines Parish (Parish), through the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), in response to damages caused by Hurricanes Katrina (DR-1603-LA) and Rita (DR-1607-LA) and the Parish proposes to construct two replacement fish camps on elevated platforms in their pre-Katrina locations flanking the South Pass Lighthouse at Port Eads, Plaquemines Parish, LA (location of Port Eads in Southeastern Louisiana shown on Attachment 1) with access from a wharf fronting the Mississippi River to be serviced by a potable water system consisting of a 60,000 gallon water tank, booster pumps, and a disinfection unit (Undertaking); and

**WHEREAS**, FEMA consulted with the Louisiana State Historic Preservation Officer (SHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f) (NHPA), its implementing regulations (36 CFR Part 800), and the “*Programmatic Agreement among FEMA, the Louisiana State Historic Preservation Officer, the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness, the Alabama-Coushatta Tribe of Texas, the Caddo Nation, 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, the Tunica-Biloxi Tribe of Louisiana, and the Advisory Council on Historic Preservation*” that was executed August 17, 2009 (2009 Statewide PA); and

**WHEREAS**, the United States Army Corps of Engineers (USACE) has received an application for a Section 404 permit from the Parish so it can construct the two replacement fish camps and on August 17, 2010 USACE requested that FEMA assume the role of lead Federal agency for this Undertaking and FEMA accepted the role of lead Federal agency on August 17, 2010, and USACE is not a signatory to this Memorandum of Agreement (MOA) but will use this MOA to evidence that the Section 106 review for this Undertaking has been completed; and

**WHEREAS**, FEMA, in consultation with SHPO, has determined the Area of Potential Effects (APE) for Standing Structures includes the area shown on Attachment 2 which is

the area where the replacement fish camps, wharf, and potable water system will be visible and includes the South Pass Lighthouse that FEMA in consultation with SHPO determined is individually eligible for listing in the National Register of Historic Places (NRHP) under Criteria A and C; and

**WHEREAS**, FEMA, in consultation with SHPO, has determined the APE for Archaeological Resources includes all areas of ground disturbance as shown on Attachment 2 that lie within archaeological site 16PL62, a site that was determined to be eligible for listing on the NRHP under Criteria A, B and D following the investigations presented in *Cultural Resources Investigations of South Pass of the Mississippi River, Plaquemines Parish, Louisiana* (Prentice Thomas and Associates, Inc., 1997); and

**WHEREAS**, FEMA consulted with SHPO and determined that the construction of two replacement fish camps will not adversely affect the South Pass Lighthouse but may adversely affect archaeological site 16PL62 and has identified measures in this MOA to avoid, minimize, and mitigate the adverse effects; and

**WHEREAS**, in accordance with Stipulation VIII.A of the *2009 Statewide PA* and 36 CFR §800.6(a)(1), FEMA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination in a letter dated July 1, 2010 and the ACHP determined in a letter to FEMA dated July 20, 2010, that it will not participate in the consultation to develop the MOA to avoid, minimize, and mitigate the adverse effects of this Undertaking; and

**WHEREAS**, FEMA and SHPO are the Signatories to the MOA as defined in 36 CFR §800.6(c)(1); and

**WHEREAS**, FEMA consulted with the Parish, the Subgrantee, and in recognition that the Parish may assume responsibilities to perform various actions described by this MOA FEMA has invited the Parish to participate in this consultation and execute this MOA as an Invited Signatory as defined in 36 CFR §800.6(c)(2); and

**WHEREAS**, FEMA notified the Chitimacha Tribe of Louisiana, Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians (MBCI), Seminole Nation of Oklahoma, Seminole Tribe of Florida, and Tunica Biloxi Tribe of Louisiana (collectively referenced as “Tribes”) and provided information regarding identified historic properties in the APE, information regarding the history and topography of the APE, and afforded the Tribes an opportunity to participate in the consultation and MBCI declined to participate but requested to be notified if American Indian archaeological artifacts are discovered; and

**WHEREAS**, FEMA notified GOHSEP, Louisiana Landmarks Society, and the Plaquemines Parish Historical Association Historian of the adverse effect consultation and GOHSEP and the Plaquemines Parish Historical Association Historian have requested Consulting Party status and are invited by FEMA to participate in this

consultation and sign this MOA as Concurring Parties as defined in 36 CFR §800.6(c)(3); and

**WHEREAS**, FEMA provided information to websites maintained by the National Trust for Historic Preservation regarding the opportunity for the public to comment on the Department of Culture, Recreation, and Tourism (CRT) website or mail comments to FEMA, and FEMA received no comments; and

**WHEREAS**, in addition to posting information on websites, FEMA posted notices regarding the Undertaking at the Plaquemines Parish Government Building in Belle Chasse, LA; the Venice Marina; and the Cypress Cove Marina; and

**WHEREAS**, FEMA, SHPO, Parish, GOHSEP, and the Plaquemine Parish Historical Association Historian constitute the Consulting Parties referenced in this MOA; and

**WHEREAS**, a Consulting Party will be recognized by FEMA as a Signatory, Invited Signatory, or Concurring Party starting on the date the Consulting Party signs this MOA as a Signatory, Invited Signatory, or Concurring Party and provides FEMA with a record of this signature; and

**WHEREAS**, FEMA will provide all Concurring Parties with the opportunity to review and comment on various documents and reports under the terms of the MOA. Determinations or Reviews that have been completed by FEMA under the terms of this MOA prior to the signature of a Concurring Party will not be reconsidered because the Concurring Party did not have the opportunity to review and comment; and

**WHEREAS**, the Signatories, Invited Signatory, and Concurring Parties will send and accept e-mail submissions of official notices, comments, requests for further information, documentation, and other communications required by this MOA. If the size of an e-mail message is unusually large or an e-mail is returned to a sender because its size prevents delivery, the sender will contact the recipient(s) and determine alternative methods to deliver the message or its attachments.

**WHEREAS**, all references to time periods in this MOA are in calendar days. If a review period included in this MOA ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the first business day following the Saturday, Sunday, or Federal holiday. Any electronic communication sent to FEMA or SHPO after 4:00 pm Central Time will be deemed to have been received on the next day. Comments by Signatories, Invited Signatory, or Concurring Parties on any plans or documents submitted for review under this MOA are timely if they are received at any time on the last day of a review period; and

**NOW THEREFORE**, FEMA, SHPO, and Parish agree that the Undertaking will be implemented in accordance with the following Stipulations to take into account the effects of the Undertaking on historic properties and to satisfy FEMA's Section 106 responsibilities for the Undertaking.

## STIPULATIONS

To the extent of its legal authority and in coordination with SHPO, Parish, GOHSEP, and the Plaquemines Parish Historical Association Historian, FEMA will require that the following measures are implemented:

### **I. ARCHAEOLOGICAL RECORDATION**

#### **A. Professional Qualifications:**

1. FEMA will ensure that the Archaeological Investigations and the Archaeological Mitigation will be performed by Archaeologists who are qualified under the [Secretary of the Interior's Professional Qualification Standards](#) (48 FR 44716, Sept. 1983), also published at 36 CFR Part 61, for Archaeology or work directly under the supervision of an individual who meets the Standards for Archaeology. Any Signatory, Invited Signatory, or Concurring Party may review and comment on the qualifications of FEMA's Archaeologist, and, if requested, FEMA will provide such Party with a copy of the résumé of the Archaeologist.

#### **B. Archaeological Investigation:**

1. Terrestrial: FEMA will assess the integrity of 16PL62 on land and record any additional contributing features on land. Cultural features within the APE will be mapped, photographed, and recorded as a contingency of the archaeological investigation. Sub-surface testing will be performed at the discretion of the contractor and under the direction of FEMA, in consultation with SHPO to determine the National Register eligibility and contemporary extent of 16PL62 inclusive of features.
2. Underwater: FEMA will also assess the underwater Complex Magnetic Anomaly Area within the project area, using the side-scan sonar collected by T. Baker Smith in 2007 to ascertain if the resources present are contributing features of 16PL62. Additional underwater investigations may be conducted in order to assess or define cultural features or other anomalies at the direction of FEMA, in consultation with SHPO.
3. Both the terrestrial and the underwater portions of the archaeological investigations will be fully described in a report produced in compliance with Louisiana Division of Archaeology standards.
4. The Louisiana Site Form for 16PL62 will be included in the reporting of the archaeological investigation.

#### **C. Archaeological Mitigation**

1. Topographic Survey and Map: FEMA will conduct a topographic survey of archaeological site 16PL62. The survey will be based on the USGS Benchmarks present at the lighthouse. The map will document all visible surface features and site topography at a 20 cm contour interval. This topographic survey will produce digital data and a physical map to be incorporated into the archaeological report produced as a result of the archaeological investigations described in Stipulation I.A.
2. Data Recovery: Based on the integrity, significance, and location of deposits associated with archaeological site 16PL62, a to-be-determined archaeological sample will be recovered following the standards of the Louisiana Division of Archaeology and other guidance provided by the ACHP. The sampling strategy will be determined by FEMA in consultation with SHPO.

## **II. PHOTOGRAPHIC RECORDATION**

- A. FEMA will ensure that digital photographs are taken prior to the construction of the two replacement fish camps to record the landscape in the APE, including the South Pass Lighthouse. This photographic recordation will be performed by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History, Architectural History, Architecture, or Historic Architecture. These qualifications will be reviewed by SHPO following the process set out in Stipulation II.E.
- B. The digital photography must comply with the "Best" category of requirements from the National Register Photo Policy Fact Sheet:  
[http://www.nps.gov/history/nr/publications/guidance/Photo\\_Policy\\_final.doc](http://www.nps.gov/history/nr/publications/guidance/Photo_Policy_final.doc).
  1. Image files must be saved as JPEG files using high quality compression settings at a minimum. These files must be transferred as first generation JPEG files that have not been degraded in quality by multiple revisions and re-saving. The image files must be saved on archival quality CD-R or archival DVD-R media. Labels must be printed directly on the disk by laser printer (non-adhesive) with archival quality ink.
  2. Digital camera files must be captured as 6 megapixel files or greater with a minimum pixel array of 3,000 pixels by 2,000 pixels at 300 dpi.
  3. Color images must be produced in RGB (Red Green Blue) color mode as 24-bit or 48-bit color files.
- C. The color photographs must comply with the requirements of the National Register Photo Policy Fact Sheet:  
[http://www.nps.gov/history/nr/publications/guidance/Photo\\_Policy\\_final.doc](http://www.nps.gov/history/nr/publications/guidance/Photo_Policy_final.doc) and will be printed on 8" x 10" archival paper using manufacturer recommended ink for photographic printing.

1. Digital images must be produced at 300dpi using manufacturer recommended paper and ink for photographic prints.
  2. Printed photographs must include at least nineteen (19) different color archival photographs, including:
    - a. Three overviews taken from the river, approximately 300 ft. to 400 ft. from the west bank facing the lighthouse from 050 degrees; 100 degrees; and 350 degrees;
    - b. One overview taken from inside the main marina standing on the west boardwalk facing the lighthouse from approximately 270 degrees;
    - c. One close-up overview of the lighthouse taken at approximately 045 degrees from the river, at a safe distance from the debris field, facing the west bank;
    - d. Five detail views taken from the ground standing near the lighthouse showing: (1) the substructure cables, piles and turnbuckles; (2) the main dwelling; (3) the main cylinder; (4) the cylinder skeleton; and (5) the lantern room/watch deck.
    - e. Three views of the inside of the lighthouse quarters; and
    - f. Six views from the light on top of the lighthouse including one each looking down on the terrain on both sides of the river and one each, for a total of 4 photographs, viewing the area around the lighthouse looking to the north, south, east, and west.
  3. Photographs will be labeled to state the latitude/longitude in NAD83, Parish and State where the photograph was taken; date of photograph; description of view including direction of camera; and name of photographer must be printed on the photographs using archival quality ink.
- D. The recordation will include a short narrative history of the APE and Port Eads including the South Pass Lighthouse. This history will include the types of information required in Historic American Building Survey (HABS) Historical Reports: Outline form and will also be the basis for the description to be included on the Interpretive Plaque described in Stipulation III. The history will be prepared by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History, Architectural History, or Historic Architecture.
- E. FEMA will provide SHPO with the resume(s) of the individual or individuals that will perform or supervise the performance of the photographic recordation

and the narrative history. If SHPO advises FEMA that the individuals selected to perform the photographic recordation and short narrative history do not meet the Secretary of the Interior's Professional Qualification Standards, FEMA will take steps to ensure that qualified professionals complete the photography and narrative history. If SHPO does not provide comments to FEMA on the qualifications within 10-days following FEMA's e-mail forwarding the resumes and any additional background information, FEMA may complete the recordation and the narrative history required by this Stipulation.

- F. FEMA will prepare four (4) archival copies of the nineteen (19) photographs selected by FEMA in consultation with SHPO and the narrative history and shall forward two (2) copies to SHPO. SHPO will forward one (1) copy to the State Library and one (1) copy to the State Archives. FEMA shall submit one (1) copy to the University of New Orleans, Orleans Earl K. Long Library, Louisiana Special Collections in New Orleans, LA. FEMA shall submit one (1) copy to the Plaquemines Parish Clerk of Courts Office. In addition, FEMA will provide one (1) non-archival copy of the recordation materials to the Belle Chasse Library and one (1) non-archival copy to the Plaquemines Parish Historical Association Historian.

### **III. INTERPRETIVE MARKER**

- A. FEMA will consult with the Signatories, Invited Signatory, and Concurring Parties for input on the content and design of an Interpretive Marker. The Parish has informed FEMA that it does not have requirements for signage on Parish-owned property.
- B. The Marker will be fabricated of a material that is resistant to deterioration and corrosion in a marine environment and will be at least 30" x 42."
- C. FEMA will take the necessary steps to finalize the content and design of the Interpretive Marker. The content will developed by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History or Architectural History.
- D. FEMA will forward information regarding the proposed design including the content, the size, and the materials to the Signatories, Invited Signatory, and Concurring Parties for a 15-day review and comment period. FEMA will consider comments from the Signatories, Invited Signatory, and Concurring Parties when it finalizes the design.
- E. FEMA will be responsible for the fabrication of the Marker and will deliver the completed Marker to the Parish.

- F. The Marker will be installed by the Parish at the fuel docks within 3 months following the completion of the FEMA funded Undertaking. The Parish will notify FEMA when the Marker has been installed.

#### **IV. DISCOVERIES AND UNEXPECTED EFFECTS**

- A. If, in the course of the Undertaking, archaeological deposits, as defined in 36 CFR §60.4(d), are uncovered or unforeseen effects that may cause an adverse effect to another historic property occur, the Parish shall ensure that its contractor immediately stops work in the general vicinity of the discovery or unforeseen effect and takes all reasonable measures to avoid or minimize harm to the finds and/or to avoid or minimize further unforeseen effects. The Parish shall ensure that the archaeological findings are secured and access to the area of the discovery is restricted.
- B. The Parish will notify FEMA and GOHSEP of discoveries or unforeseen effects as soon as practicable, but no later than 3 days following the discovery or unforeseen effect. FEMA will notify and consult with the SHPO and others, as appropriate, including MBCI and other Tribes if American Indian archaeological artifacts are discovered, to determine if further steps to evaluate the National Register eligibility and treatment of the property are necessary. FEMA may, in consultation with the SHPO, assume that a newly discovered property is eligible for the National Register for purposes of this MOA. FEMA and the SHPO and others, as appropriate, will conclude this consultation if the discovery does not contain human remains and FEMA and the SHPO and others, as appropriate, determine that the discovery is not eligible for the National Register or FEMA and the SHPO and others, as appropriate, determine that the unforeseen effect will not adversely affect a historic property, and FEMA will notify the Parish that work may be resumed in the area of the discovery or unforeseen effect.
- C. If FEMA and the SHPO and others, as appropriate, determine that further steps are necessary to evaluate or treat the unforeseen effect of the newly discovered property and it does not contain human remains, FEMA shall work with SHPO, Parish, GOHSEP, and others, as appropriate, to agree on timeframes and determine ways to avoid, minimize, or mitigate any adverse effects that may result from the discovery. Any party included in the discovery consultation may request an on-site meeting to review the situation. Archaeological discoveries are the property of the landowner, unless state laws provide otherwise, and FEMA, SHPO, GOHSEP, and others will provide the landowner with the opportunity to curate and interpret the archaeological discovery or to donate the archaeological discovery to an appropriate curation facility as part of the consultation to determine the appropriate treatment of the discovery. At the conclusion of this consultation, FEMA will provide all parties that participated in the discovery consultation with a written summary of the consultation and its resolution. This summary may be transmitted to the participants via e-mail.
- D. If human skeletal remains are uncovered during the Undertaking, the Parish shall immediately notify GOHSEP, FEMA, the local law enforcement officials,



and the Plaquemines Parish Coroner's Office. The local law enforcement officials shall assess the nature and age of the human skeletal remains. The Parish shall ensure that the notice of the discovery required by Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671 *et seq*) is given to the Secretary of the Department of Culture, Recreation and Tourism (CRT) or the Secretary's designee by contacting the Louisiana Division of Archeology at 225-342-8170 within seventy-two (72) hours of the discovery. If the coroner determines that the human skeletal remains are older than 50 years of age, the Secretary, CRT has jurisdiction over the remains. FEMA shall work with the SHPO, Tribes, the Louisiana Division of Archaeology, the Parish, and GOHSEP to ensure compliance with this State law, other applicable laws, and this MOA. In addition, FEMA shall require that the guidelines contained in the ACHP's 2007 "Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects" are followed.

## **V. CHANGES TO SCOPE OF WORK**

- A. The Parish will notify GOHSEP and FEMA by e-mail as soon as practicable of any substantial change from the "Port Eads Dock and Marina Reconstruction - Architectural Exterior Elevations" dated March 31, 2010 and the "Port Eads Dock and Marine Reconstruction – Structural Site Plan – River Area" dated August 2007. For purposes of this MOA a substantial change is a change in the location or an increase in height of more than one additional story.
- B. FEMA will review the revised plans, and if FEMA determines that the changes will result in adverse effects to historic properties, it will notify the Signatories and Concurring Parties by e-mail within 7-days of receiving the notice of the substantial change and take steps to consult with the Signatories, Invited Signatories, and Concurring Parties to determine if there are feasible alternatives that may avoid or minimize the additional adverse effects. The Signatories and Concurring Parties agree to cooperate with FEMA and the Parish to discuss the feasibility of alternatives that may avoid or minimize adverse effects and the parties will agree on a reasonable time frame for determining alternatives in order prevent a delay in the Undertaking. If the Signatories and Invited Signatory cannot agree on an acceptable resolution that would revise the design to incorporate alternatives identified during this consultation to avoid or minimize adverse effects caused by the substantial change, then FEMA will consult under Stipulation VII, Dispute Resolution, to resolve any remaining issues.

## **VI. ANTICIPATORY DEMOLITION**

FEMA will not grant assistance to the Parish should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, significantly adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such

assistance despite an adverse effect created or permitted by the Parish, and will complete consultation pursuant to 36 CFR §800.9(c).

## **VII. DISPUTE RESOLUTION**

- A. Should any Signatory, Invited Signatory, or Concurring Party object to FEMA within the timeframes provided by this MOA to any plans, specifications, or actions provided for review, FEMA shall notify the Parish and GOHSEP and consult further with the objecting party, Parish, GOHSEP, SHPO, and others, as determined by FEMA, to seek resolution.
- B. If FEMA determines that the dispute cannot be resolved, FEMA shall forward FEMA's proposed resolution of the dispute and all relevant documentation to the ACHP. Within 7-days after receipt of the documentation, the ACHP will:
  - 1. Advise FEMA that it concurs with FEMA's resolution of the dispute; or
  - 2. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the dispute; or
  - 3. Notify FEMA that it shall comment pursuant to 36 CFR §800.7(c), and proceed to comment. Any comment provided shall be taken into account by FEMA in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.
- C. If the ACHP does not provide FEMA with comments or recommendations within 7-days, FEMA may assume that the ACHP does not object to its recommended approach and it shall proceed accordingly.
- D. Any recommendation or comment provided by ACHP shall be understood to pertain only to the subject of the dispute, and FEMA's responsibilities to fulfill all actions that are not subject of the dispute shall remain unchanged.
- E. Any dispute regarding National Register eligibility that is not resolved pursuant to this Stipulation will be resolved in accordance with 36 CFR §800.4(c)(2).

## **VIII. AMENDMENTS, TERMINATION, AND NONCOMPLIANCE**

- A. If the Parish determines that it is not feasible to complete the Undertaking or fulfill the requirements of this MOA, the Parish will immediately notify FEMA and GOHSEP in writing, to include e-mail, of this determination. Within 21-days of receiving this notice, FEMA will call a meeting with the Signatories, the Invited Signatory, and Concurring Parties in person or by telephone, to determine if the MOA must be amended or terminated, and proceed accordingly.

- B. Any Signatory or Invited Signatory may request in writing that the MOA be amended or terminated. Within 21-days of such a request, FEMA will convene a meeting of the Signatories, Invited Signatory, and Concurring Parties in person or by telephone to consider this request. The Parties will make a good faith effort to amend the MOA prior any Party taking steps to terminate it. The MOA may be amended upon the written agreement of the Signatories and Invited Signatory, and the process will comply with 36 CFR §800.6(c)(7).
- C. If the MOA is not amended, the Signatories or Invited Signatory may terminate the MOA by providing a 30-day written notice to the other Signatories, Invited Signatory, and Concurring Parties. The Signatories, Invited Signatory, and Concurring Parties will cooperate in good faith to seek amendments or other actions that would prevent termination during this 30-day time frame. Should consultation fail, FEMA will promptly notify the Signatories, Invited Signatory, and Concurring Parties in writing of termination. Termination of the MOA will require FEMA to comply with the Statewide Programmatic Agreement in effect on the date of the termination. This MOA may be terminated without further consultation by execution of a subsequent agreement that explicitly terminates or supersedes this MOA.

## **IX. DURATION**

Unless amended or terminated in accordance with Stipulation VIII, this MOA will remain in effect through December 31, 2012 or until FEMA determines that it has been satisfactorily fulfilled. The Parish will notify GOHSEP and FEMA when the Undertaking is completed, and FEMA will notify the Signatories, Invited Signatories, and Concurring Parties by e-mail when it determines that the terms of the MOA have been completed and opportunities for changes to the scope of work described in Stipulation V or discoveries and/or unforeseen effects described in Stipulation IV are unlikely, thereby fulfilling the terms of this MOA.

## **X. EFFECTIVE DATE**

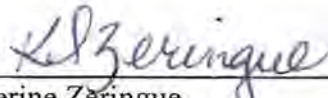
This MOA shall become effective immediately upon signature by the Signatories and Invited Signatory and its filing with the ACHP. FEMA shall provide each Signatory, Invited Signatory, and Concurring Party with a complete copy of the MOA including all executed signature pages.

**EXECUTION AND IMPLEMENTATION** of this Memorandum of Agreement evidences that FEMA has afforded ACHP a reasonable opportunity to comment on the Undertaking to construct the two replacement fish camps at Port Eads, Plaquemines

Parish, LA and the effect of the Undertaking on historic properties, that FEMA has taken into account the effects of the Undertaking on historic properties, and that FEMA has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations.

SIGNATORY PARTIES:

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

  
\_\_\_\_\_  
Katherine Zeringue  
Environmental Liaison Officer  
Louisiana Recovery Office

Date: 9-3-10


**LOUISIANA STATE HISTORIC PRESERVATION OFFICER**

  
\_\_\_\_\_  
Phil Boggan  
Deputy State Historic Preservation Officer

Date: 9-2-10

INVITED SIGNATORY:


**PLAQUEMINES PARISH**

  
\_\_\_\_\_  
Billy Nungesser  
Parish President

Date: 9-8-10

CONCURRING PARTY:

**GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY  
PREPAREDNESS**

  
\_\_\_\_\_  
Mark J. DeBoiser  
Deputy Director, Disaster Recovery

Date: 9.1.10

**CONCURRING PARTY:**

**PLAQUEMINES PARISH HISTORICAL ASSOCIATION HISTORIAN**



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Rod Lincoln  
Plaquemines Parish Historical Association Historian

Date: Sept. 7, 2010

Attachment 1: Location of Port Eads Harbor from Google Maps.

