

U.S. Department of Homeland Security
Federal Emergency Management Agency
Section 106 Review: Historic Map with Overlays

Undertaking: Demolition and Replacement of Barrow Stadium, Orleans Parish
Resource Address: 6500 Press Drive, Orleans Parish
Resource Coordinates: Lat/30.028857; Long/-90.042030

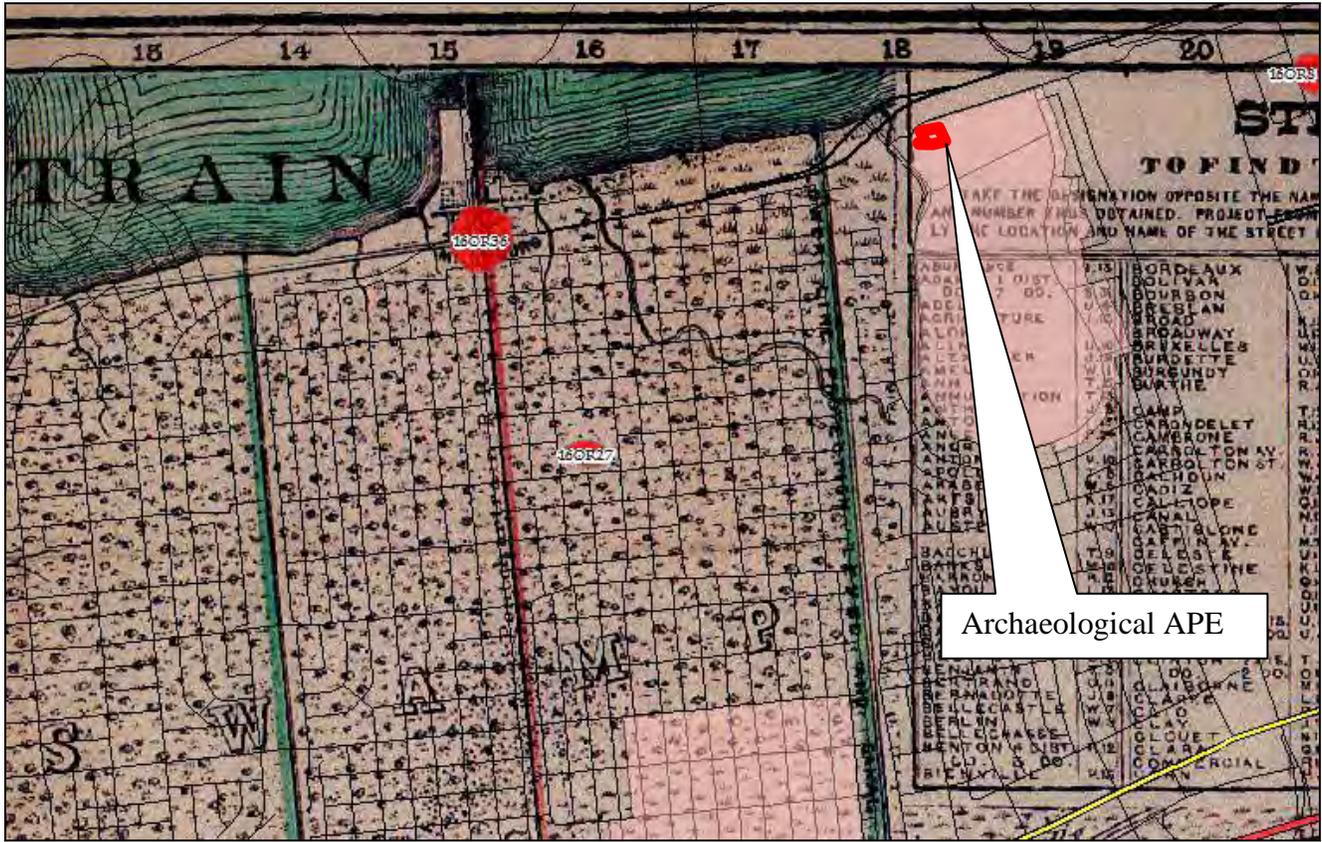


Figure 4. Hardee Map (1878) with Archaeological APE depicted. Note that the Pontchartrain Park area, which includes the APE, is shown as undeveloped land at this time.

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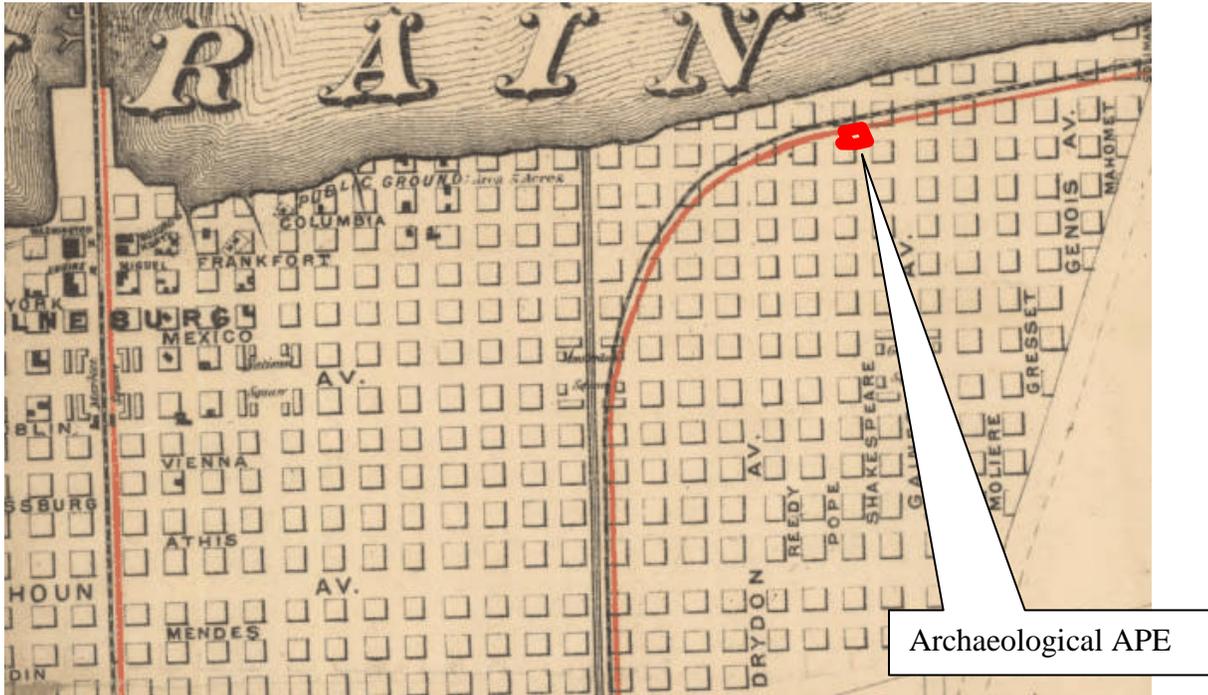


Figure 5. New Orleans Map (1884) with the Archaeological APE depicted. The city's proposed street grid is shown on map in the study area, but was never constructed. Note that only the railroad line was built.

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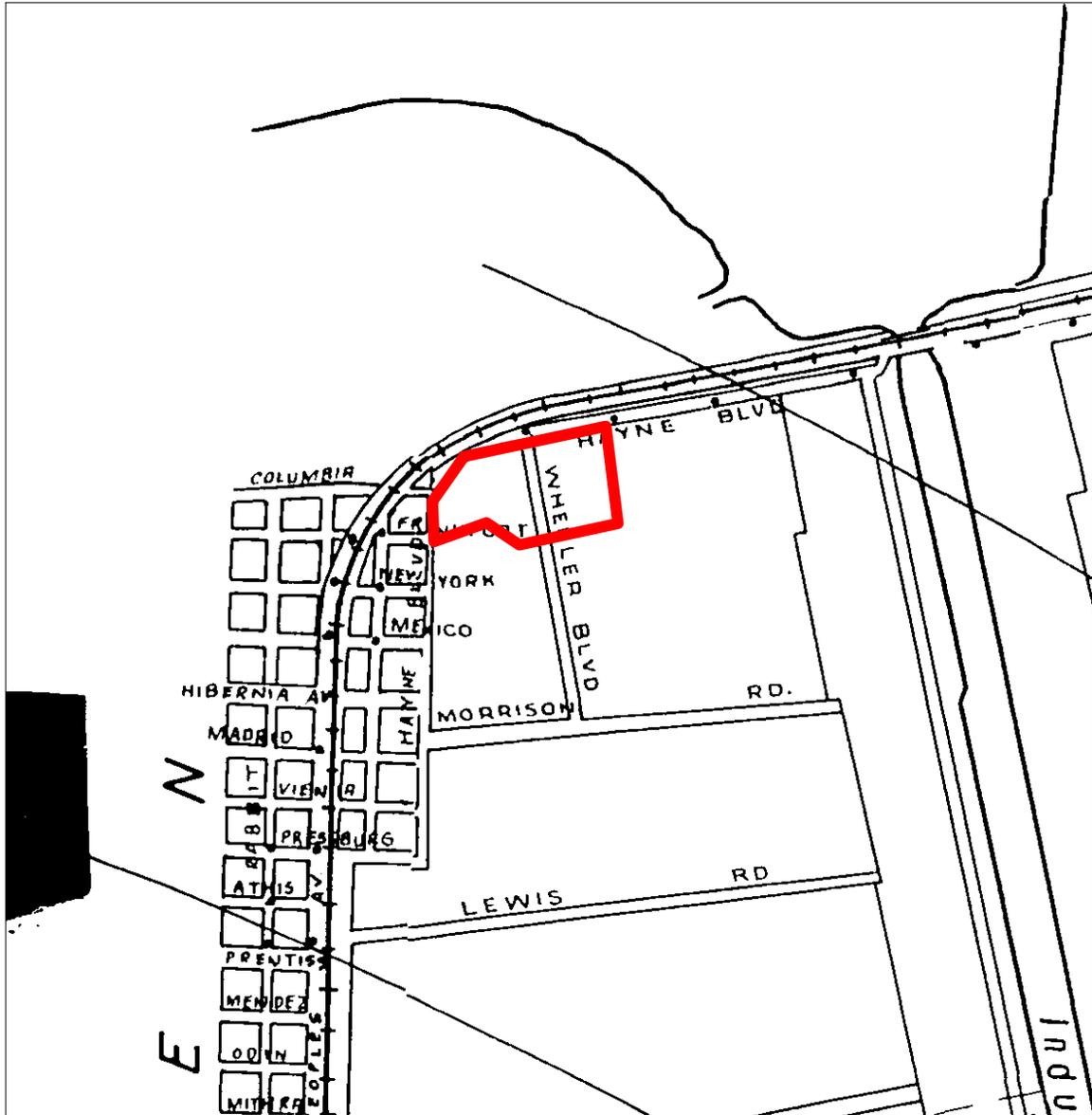


Figure 6. Portion of Sanborn Fire Insurance Map (1937-1951) with Archaeological APE overlaid. Map shows street grid plan, which was never completed, and the proposed Wheeler Boulevard plan, which was a dirt road and not built as shown.

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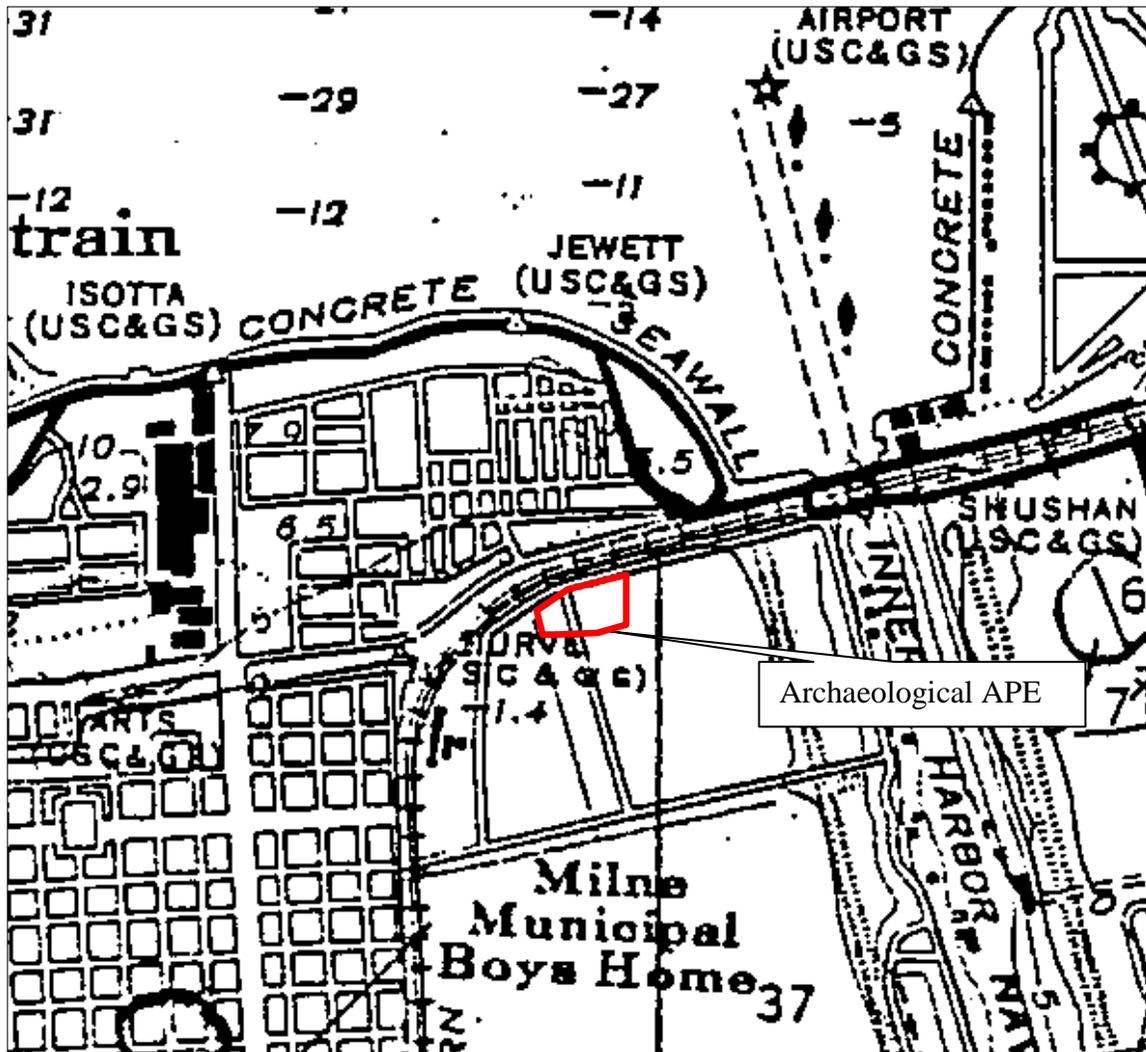
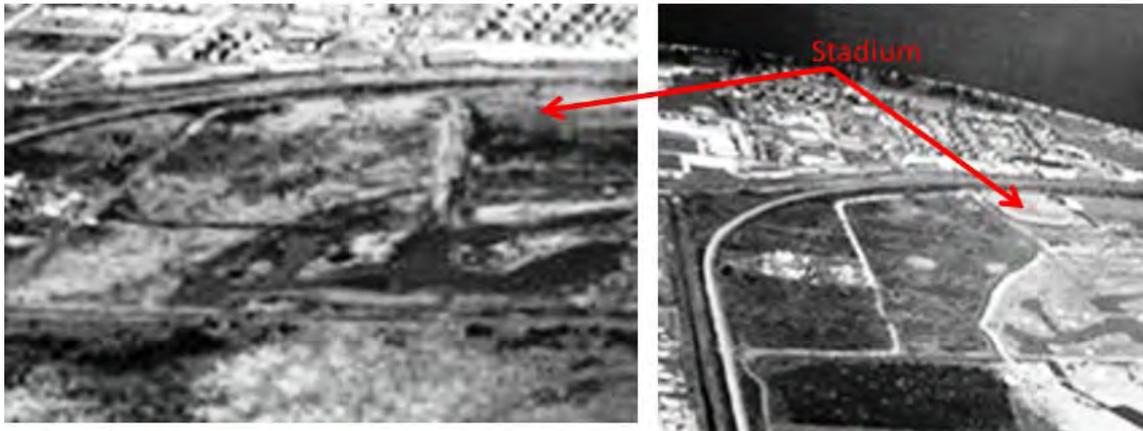


Figure 7. Spanish Fort, USGS Quadrangle (1953) with the Archaeological APE shown. Note the lack of development within the APE.

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Section 106 Review: Historic Aerial Photograph

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1955, Before Stadium Construction

1957, After Stadium Construction

Figure 8. Portion of Aerial Photographs (1955 and 1957) of Pontchartrain Park under construction showing the location of Wesley Barrow Stadium. (New Orleans Public Library)

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Section 106 Review: Historic Aerial Photograph with Overlays

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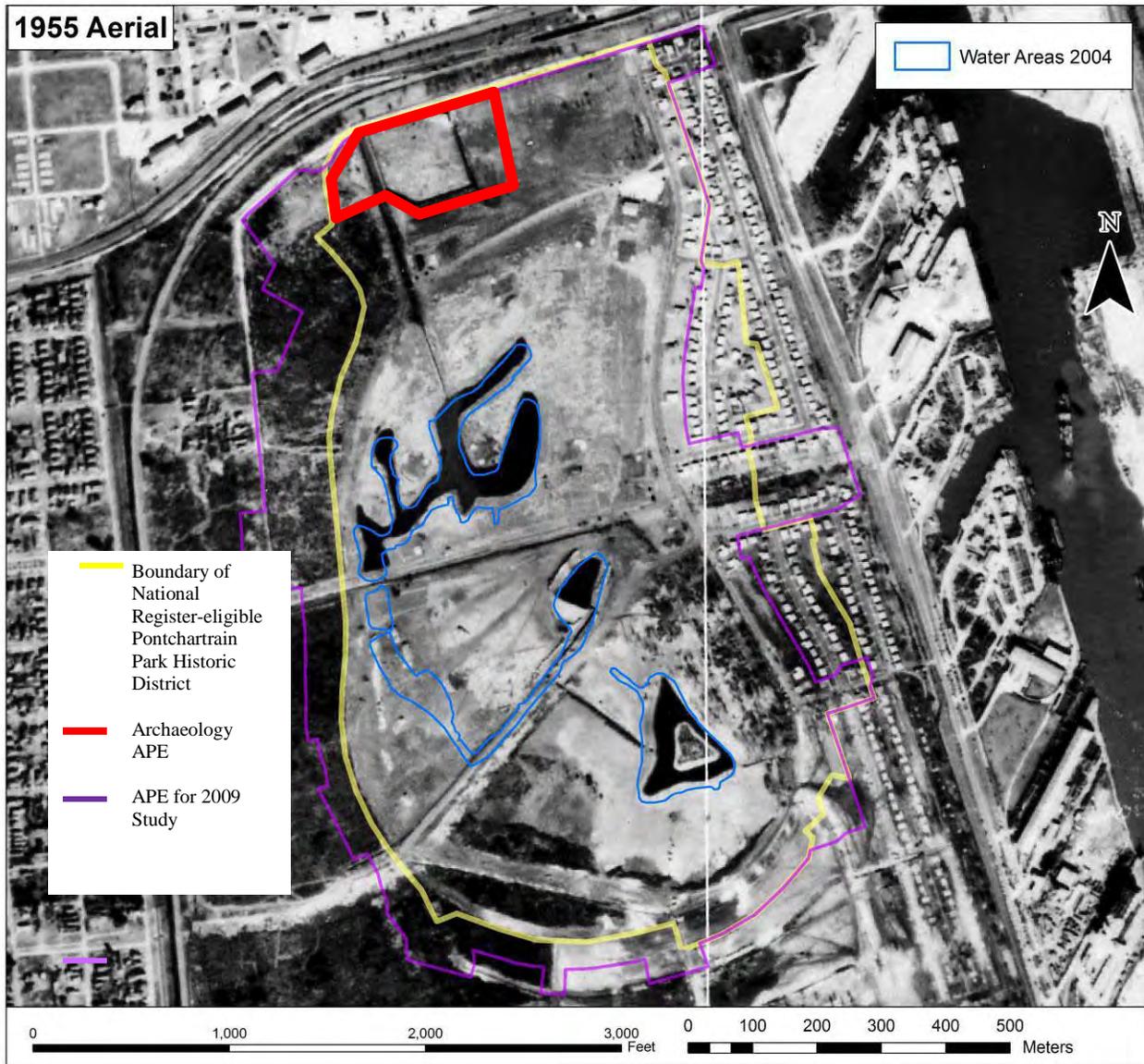


Figure 9. Wesley Barrow Stadium: 1955 aerial photograph of park construction in progress, overlaid with the boundaries of water features as of 2004. Map includes overlays from FEMA 2009 study of Pontchartrain Park. (FEMA)

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
AND THE CITY OF NEW ORLEANS, LA
REGARDING THE DEMOLITION AND RECONSTRUCTION OF
WESLEY BARROW STADIUM
6500 PRESS DRIVE, NEW ORLEANS, 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 the City of New Orleans (City) 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) to demolish and reconstruct the Wesley Barrow Stadium (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*” executed on August 17, 2009 (2009 Statewide PA), and

WHEREAS, FEMA, in consultation with SHPO, determined the Areas of Potential Effects (APE) for the Undertaking as shown in Attachment 1. The APE for Standing Structures comprises the project site, Pontchartrain Park, the Pontchartrain Park Golf Course, a portion of the Pontchartrain Park neighborhood adjacent to the park, and a portion of the Southern University of New Orleans (SUNO) campus. The APE for Archaeology is the 8.31 acres project site; and

WHEREAS, FEMA, in consultation with SHPO, has determined no National Register eligible archaeological properties will be affected by the Undertaking provided that FEMA includes stipulations for unexpected discoveries and the treatment of unmarked human burials in the Memorandum of Agreement (MOA) for the Barrow Stadium Undertaking; and

WHEREAS, the Standing Structures APE is partially located within the National Register of Historic Places (NRHP) eligible Pontchartrain Park Historic District and the Barrow Stadium is the only contributing standing structure within the Pontchartrain Park Historic District in the APE. The APE also includes the SUNO Administration Building, determined to be individually eligible for the NRHP in 2010; and

WHEREAS, FEMA applied the criteria of adverse effect, pursuant to 36 CFR 800.5(a)(1), and requested SHPO's concurrence, in a letter to SHPO dated April 06, 2011, that the demolition of Barrow Stadium would adversely affect historic properties and proposed to initiate an adverse effect consultation under 36 CFR Part 800. SHPO concurred with FEMA's determination in a letter dated April 07, 2011; 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 April 8, 2011 and the ACHP determined in a letter to FEMA dated April 27, 2011, that it will not participate in the consultation to develop an 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 City, the Subgrantee, and in recognition that City will assume responsibilities to perform various actions described by this MOA, FEMA has invited the City to participate in this consultation and execute this MOA as an Invited Signatory according to 36 CFR 800.6(c)(2), pursuant to the City's authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans; and

WHEREAS, GOHSEP, the Grantee, was invited by FEMA to participate in this consultation and execute this MOA as a Concurring Party according to 36 CFR §800.6(c)(3); and

WHEREAS, FEMA notified 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, Quapaw Tribe of Oklahoma, 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

WHEREAS, FEMA notified the City of New Orleans Historic District Landmarks Commission; National Trust for Historic Preservation; Preservation Resource Center (PRC); the Louisiana Landmarks Society; Pontchartrain Park Neighborhood Association (PPNA); Pontilly Neighborhood Association (Pontilly); Pontchartrain Park Community Development Corporation, SUNO; and the Amistad Research Center of the Undertaking and the opportunity to participate in this consultation; and

WHEREAS, FEMA provided information to the public regarding the Undertaking on the PRC's website from April 15 – 30, 2011. The notice invited the public to comment on the Louisiana Department of Culture, Recreation, and Tourism website or mail comments to FEMA. FEMA received one comment in support of demolition; and

WHEREAS, PPNA and Pontilly, representing residents of the neighborhoods surrounding the Undertaking; Mr. Hurby Oubre and Mr. Dale Brock, residents of the surrounding neighborhood; and PRC, a non-profit organization dedicated to promoting the preservation, restoration, and revitalization of New Orleans' historic architecture and neighborhoods, have requested Consulting Party status and are invited by FEMA to participate in this consultation and sign this MOA as Concurring Parties according to 36 CFR §800.6(c)(3); and

NOW THEREFORE, FEMA, SHPO, and City 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 the Consulting Parties: SHPO, GOHSEP, City, PPNA, Pontilly, Mr. Hurby Oubre, Mr. Dale Brock, and PRC, FEMA will require that the following measures are implemented:

I. GENERAL

- A. A Consulting Party will be recognized by FEMA as a Signatory, Invited Signatory, or a 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.
- B. 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.
- C. The Signatories, Invited Signatories, and Concurring Parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by this MOA by e-mail. 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 information.
- D. Time sensitive information that is not sent by e-mail should be sent by overnight mail, courier, or be hand-delivered and the time frame for its review will be measured by the date the delivery is signed for by the individual recipient or the agency or organization representing the Signatory, Invited Signatory, or Concurring Party.
- E. 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 next business day. Any electronic communication forwarding plans or other documents for review under the terms of the MOA that is sent after 4:00

pm Central Time will be deemed to have been received by the reviewing party on the next business day. E-mail comments by Signatories, Invited Signatories 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. Responses sent by mail will be accepted as timely if they are postmarked by the last day allowed for the review.

- F. The failure of any Signatory, Invited Signatory, or Concurring Party to comment during the time frames set out in this MOA will be treated by FEMA as concurrence, and FEMA may proceed to the next step without taking additional steps to seek comments from that party.
- G. It is the responsibility of each Signatory, Invited Signatory, and Concurring Party to immediately inform FEMA of any changes in the name, address, e-mail address or phone number of the point-of-contact for the Signatory, Invited Signatory, or Concurring Party. FEMA will forward this information to the Signatories, Invited Signatories, and Concurring Parties by e-mail. The failure by any party to this MOA to notify FEMA of changes to their point-of-contact's information shall not be grounds for asserting that notice of a proposed action was not received.

II. DESIGN AND REVIEW OF NEW FACILITY AND SITE PLAN

- A. FEMA provided an electronic copy of the Schematic Designs dated July 8, 2009 for the proposed Barrow Stadium to the Consulting Parties and requested their fifteen (15) day review on May 6 and 9, 2011. The purpose of this review was to consider if:
 - 1. the proposed designs conform to the *SOI Standards*; and
 - 2. the proposed scale, design, massing, and materials of the new Stadium and site plan does not adversely affect the historic character and setting of the Pontchartrain Park Historic District and the SUNO Administration Building; or
 - 3. the proposed design, scale, massing, materials of the new Stadium and/or site plan may adversely affect the Pontchartrain Park Historic District and/or the SUNO Administration.
- B. FEMA received no comments before the review period closed on May 23, 2011 and FEMA has determined that the design review required by this MOA has been completed and it will not request that the City consider modifications to the Schematic Designs.
- C. The City will ensure that the Construction Documents provide requirements that establish guidelines for pile driving that will minimize the risk of damage to surrounding historic properties; provide for truck routes to the construction site that limit the use of residential streets; define limits for the noise levels associated with construction activities and the hours during which construction can occur to not unduly interfere with the residential uses of nearby properties; and provide a mechanism for filing and resolving complaints about construction activities.

III. CHANGES TO THE SCOPE OF WORK

- A. The City will notify GOHSEP and FEMA by e-mail as soon as practicable of any substantial change, such as the reorientation of the Stadium, a change in massing or exterior materials, or an increase of the Stadium height that is greater than one story from the height shown on the exterior elevations that were reviewed by FEMA, SHPO, and Concurring Parties pursuant to Stipulation II above.
- B. FEMA will review the revised plans in consultation with SHPO, and if following this review, FEMA determines that the changes will result in adverse effects to historic properties, it will notify the Signatories, Invited Signatory and Concurring Parties by e-mail within seven (7) days of receiving the notice of the substantial change. FEMA will consult with SHPO, City, and Concurring Parties to determine if there are feasible alternatives that may avoid or minimize the adverse effect. The Signatories and Concurring Parties agree to cooperate with FEMA and the City to discuss the feasibility of alternatives that may avoid or minimize the adverse effect within the time frame identified by the City. FEMA will notify the City of any feasible alternatives identified in the consultation that may avoid or minimize the adverse effect and request that the City determine if it can revise the plans to incorporate the alternatives. If the City is unwilling to revise the plans to incorporate alternatives identified during this consultation with the Signatories and Concurring Parties, FEMA will consult under Stipulation VIII, Dispute Resolution, to resolve any remaining issues.

IV. RECORDATION

- A. FEMA will ensure that Wesley Barrow Stadium is digitally photographed prior to its demolition. 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 IV.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
 - 1. Image files must be saved as TIFF and JPEG files using high quality compression settings. The image files must be transferred as first generation image 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.
 - 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 and will be printed on 8" x 10" archival paper using manufacturer recommended ink for photographic printing.
1. Digital images must be produced at 300 dpi using manufacturer recommended paper and ink for photographic prints.
 2. Printed photographs must include at least sixteen (16) different color archival photographs as listed in Attachment 2.
 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 mechanically printed on the front of the photographs in the lower margin using archival quality ink.
- D. The recordation will include a short narrative history of the Wesley Barrow Stadium. This history will include the types of information required in Historic American Building Survey (HABS) Historical Reports: Outline form. This history will include a description of the stadium's character defining features included in FEMA's Determination of Eligibility dated March 31, 2011. It will also describe the stadium's cultural significance as a symbol of the quality recreational opportunities that Pontchartrain Park offered to the neighborhood youth, and the importance of Pontchartrain Park, Pontchartrain Park Golf Course, and Barrow Stadium as locally significant examples of community development and racial relations during the 1950's as the 'separate but equal' era gave way under the pressure of the growing civil rights movement. 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 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 fifteen (15) 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 sixteen (16) 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 Earl K. Long Library,

University of New Orleans, Louisiana Special Collections, New Orleans, LA and one (1) copy to the Amistad Research Center, Tulane University, New Orleans, LA.

V. COMMEMORATIVE MEASURES

- A. The City will retain the name, Wesley Barrow Stadium, for the new facility.
- B. FEMA will consult with SHPO, the City, and the Concurring Parties for input on the content, design, size, materials, and placement of an interpretive plaque that the City will install at the new Wesley Barrow Stadium to memorialize the original stadium.
 - 1. FEMA will be responsible for the design and procurement of the interpretive plaque and will deliver the completed interpretive plaque to the City for installation.
 - 2. 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.
 - 3. 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 fifteen (15) day review and comment period. FEMA will consider comments from the Signatories, Invited Signatory, and Concurring Parties when it finalizes the design
 - 4. The City will notify FEMA when the interpretive plaque has been installed.
- C. FEMA will consult with SHPO, the City, and the Concurring Parties to identify between seven to ten (7 – 10) historic photographs that depict the historic stadium; key historical events that occurred at the stadium; and/or key individuals or teams directly associated with the stadium to be reproduced and mounted at Barrow Stadium.
 - 1. FEMA will only select photographs in the public domain or photographs that are readily available with permission from the owner for reproduction.
 - 2. The City will identify locations for the photographs based on the comments of the Signatories and Concurring Parties and will give preference to locations that are sheltered from the weather but are accessible to the public during normal business hours.
 - 3. The City will work with FEMA to finalize requirements for the size of the reproduced photographs, but this size will not exceed 13" x 19".
 - 4. The City and FEMA will select frames or appropriate methods of mounting the reproduced photographs.
 - 5. FEMA will provide mounted or framed photographs to the City and the City will

install the photographs in the selected locations.

6. The City will notify FEMA when the photographs have been installed.

D. The City will remove the marker shown in Attachment 3 and will notify the Signatories and Concurring Parties of its plans to reinstall the marker in the new Stadium. The City will notify FEMA when the marker has been reinstalled.

VI. DISCOVERIES AND UNEXPECTED EFFECTS

A. If, in the course of the Undertaking, archaeological deposits are uncovered, the City shall ensure that its contractor immediately stops work in the vicinity of the discovery and takes all reasonable measures to avoid or minimize harm to the finds. The City shall ensure that the archaeological findings are secured and access to the area of the discovery is restricted.

B. The City will notify FEMA and GOHSEP of discoveries or unforeseen effects as soon as practicable. FEMA will notify and consult with the SHPO and others, as appropriate, including Tribes, 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.

C. 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. FEMA will notify the City and GOHSEP that the consultation is concluded and work may be resumed in the area of the discovery or unforeseen effect.

D. If FEMA and the SHPO and others, as appropriate, determine that further steps are necessary to evaluate or treat the unforeseen effect or the newly discovered property and it does not contain human remains, FEMA shall work with SHPO, City, GOHSEP, and others, as appropriate, to agree on timeframes to determine ways to avoid, minimize, or mitigate any adverse effects to the discovery or the unforeseen effect to a historic property. FEMA will confirm the initial agreements of the parties regarding the timeframes for this consultation and any other agreements regarding the treatment of the discovery in an e-mail sent to GOHSEP, City, SHPO, and any other consulting party. Any party to this consultation may request an on-site meeting to review the situation. At the conclusion of this consultation, FEMA will provide all parties that participated in the consultation with a written summary of the consultation and its resolution. This summary may be provided by e-mail. The City may resume work in the area of the discovery or unforeseen effect when all measures identified in FEMA's written summary describing the treatment of the property are completed.

E. If human skeletal remains are uncovered during the Undertaking, the City shall immediately notify GOHSEP, FEMA, the New Orleans Police Department, and the Orleans Parish Coroner's Office. The local law enforcement officials shall assess the

nature and age of the human skeletal remains. The City 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 City, 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" or any subsequent Policy Statements that are issued after the execution of this MOA are followed.

VII. ANTICIPATORY DEMOLITION

FEMA will not grant assistance to the City 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 City, and will complete consultation pursuant to 36 CFR §800.9(c).

VIII. DISPUTE RESOLUTION

- A. Should any Signatory, Invited Signatory, or Concurring Party object in writing to FEMA within the timeframes provided by this MOA to any plans, specifications, or actions provided for review, FEMA shall notify the City and GOHSEP and consult further with the objecting party, the City, and GOHSEP 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 fourteen (14) 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 fourteen (14) 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).

IX. PUBLIC OBJECTIONS

If at any time during implementation of the measures stipulated in this Agreement, should an objection relevant to the implementation of Stipulations II to VI in this MOA be raised by a member of the public, FEMA shall take the objection into account, notify the City, GOHSEP, and SHPO of the objection, and consult as needed with the objecting party, the City, GOHSEP, and SHPO and ACHP, prior to resolution of the objection. The City is not required to cease work on activities unrelated to the objection while the objection is being reviewed and resolved.

X. AMENDMENTS, TERMINATION, AND NONCOMPLIANCE

- A. If the City determines that it is not feasible to complete the Undertaking or fulfill the requirements of this MOA, the City will immediately notify FEMA and GOHSEP in writing of this determination. Within twenty-one (21) days of receiving this notice, FEMA will meet with the Signatories, 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 twenty-one (21) days of such a request, FEMA will convene a meeting of the Signatories, Invited Signatory, and Concurring Parties 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 thirty (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 thirty (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.

XI. DURATION

Unless amended or terminated in accordance with Stipulation X, this MOA will remain in effect through June 1, 2013 or until FEMA determines that it has been satisfactorily fulfilled. The City 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 following actions have been completed: the Design Review process described in Stipulation II; construction of the new facility; Recordation described in Stipulation IV; Commemorative Measures described in Stipulation V; opportunities for Discoveries or Unexpected Events described in Stipulation VI are unlikely, and FEMA determines that the terms of this MOA have been fulfilled.

XII. EFFECTIVE DATE AND IMPLEMENTATION OF MOA

This MOA shall become effective immediately upon FEMA’s filing an original copy signed by the Signatories and Invited Signatory 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 demolish and reconstruct the Wesley Barrow Stadium and its effects 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



Jerame Cramer
Deputy Environmental Liaison Officer
Louisiana Recovery Office

Date: 06/20/2011

LOUISIANA STATE HISTORIC PRESERVATION OFFICER



Pam Breaux
State Historic Preservation Officer

Date: 6-23-2011

INVITED SIGNATORY:

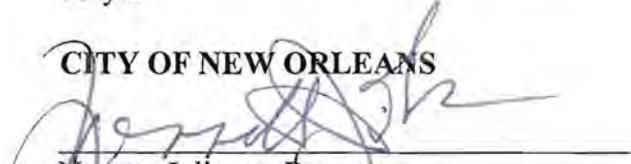
CITY OF NEW ORLEANS



Mitchell J. Landrieu
Mayor

Date: 8-1-11

CITY OF NEW ORLEANS



Nanette Jolivet-Brown
City Attorney

Date: 7-21-11

CONCURRING PARTIES:

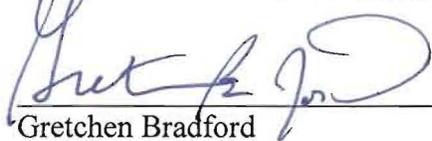
**GOVERNOR'S OFFICE
HOMELAND SECURITY AND EMERGENCY PREPAREDNESS**

 _____ Date: 7.1.11 _____

Mark J. DeBoiser
Deputy State Coordinating Officer, Disaster Recovery

CONCURRING PARTIES:

PONTCHARTRAIN PARK NEIGHBORHOOD ASSOCIATION



Gretchen Bradford
President

Date: 6/22/11

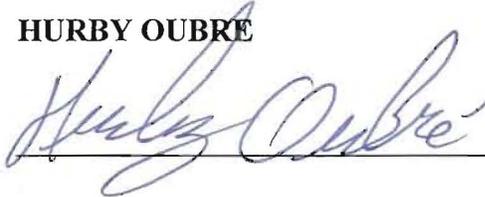
PONTILLY NEIGHBORHOOD ASSOCIATION



Name: VICTOR A. GORDON
Title: PRESIDENT

Date: 6/22/11

HURBY OUBRE



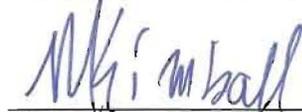
Date: 6/22/11

DALE BROCK



Date: 8-10-11

PRESERVATION RESOURCE CENTER



Michelle Kimball
Senior Advocate

Date: 6/23/11

Attachment 1: Archaeological Resources and Standing Structures APE



Attachment 2: Recordation – List of Photographs

1. North Side of Stadium Exterior, camera facing South
2. Northeast Side of Stadium Exterior, camera facing Southwest
3. East Side of Stadium Exterior, camera facing West
4. South Side of Stadium Exterior, camera facing North from Third Base Line
5. West Side of Stadium Exterior looking East from First Base Line
6. Overview of Stadium, camera facing Southwest with SUNO Administration Building in background
7. West End of Stadium Bleachers, view from Lower Rows, camera facing East
8. Center Stadium Bleachers, view from Lower Rows, camera facing Northeast
9. (South) East End of Stadium Bleachers, view from Lower Rows, camera facing North
10. Close-up of Marker
11. Close-up of Stadium Entrance from Stadium Exterior, camera facing Southwest
12. Close-up of Stadium Entrance, view from Bleachers, camera facing North
13. Baseball field, view from Bleachers, camera facing Center Field
14. Stadium overview, view from Center Field, camera facing Northeast
15. Oblique view of Concession Stand
16. Interior of Locker Room

Attachment 3. Existing Marker



Appendix C

Public Notice

**FEMA PUBLIC NOTICE OF AVAILABILITY
DRAFT ENVIRONMENTAL ASSESSMENT FOR
RECONSTRUCTION AND REORIENTATION OF THE WESLEY
BARROW STADIUM FACILITY, ORLEANS PARISH, LOUISIANA**

Interested parties are hereby notified that the Federal Emergency Management Agency (FEMA) has prepared an Environmental Assessment (EA) for a proposed reconstruction and reorientation of the Hurricane Katrina damaged Wesley Barrow Stadium formerly located at Press Drive and Haynes Boulevard, New Orleans, Louisiana. The proposed action is for replacement of the Wesley Barrow Stadium 2900 SF concrete block covered stadium building and 3,860 SF corrugated steel roof in with a 4,670 SF facility in a different orientation at 6500 Press Drive, New Orleans, LA at Latitude 30.02881, Longitude -90.04205. City of New Orleans seeks Federal grant funds for this action eligible for repairs under a Presidential Disaster Declaration, signed on August 29, 2005 (FEMA-1603-DR-LA).

This proposed action would include developing an approximately 1.8-acre site (termed “Proposed Wesley Barrow Stadium Reconstruction and Reorientation Site”) adjacent to and approximately 330 feet west of its original footprint. This would include constructing an approximately 4,670 square foot building, to mainly service the current needs in this community and the surrounding areas. Activities would include, where necessary, site clearing, grading, driveway construction, and placement of appurtenant utilities (electricity, telephones, water, and sewer) for the site. Per the National Environmental Policy Act (42 U.S.C. 4371 *et seq.*), and associated environmental statutes, a Draft EA has been prepared to evaluate the action’s potential impacts on the human and natural environment. The Draft EA summarizes the purpose and need, alternative site analysis, affected environment, and potential environmental consequences associated with the proposed action.

The public notice will be published for five consecutive days; May 27-31, 2011. The comment period will be 15 days – beginning on May 31, 2011 through June 14, 2011. Written comments on the Draft EA or related matters can be faxed to FEMA’s Louisiana Recovery Office at (504) 762-2323; or mailed to FEMA Louisiana Recovery Office, 1 Seine Court, New Orleans, Louisiana 70114. The Draft EA can be viewed and downloaded from FEMA’s website: <http://www.fema.gov/plan/ehp/envdocuments/ea-region6.shtm>. A public notice will be published for 5 days in the local newspaper, *The Times-Picayune* announcing the availability of the Draft EA for public review at the Orleans Parish Main Library at 219 Loyola Avenue, New Orleans, LA 70112, (hours are 10 a.m. - 6 p.m., Mon. - Thurs., 10 a.m. - 5 p.m., Fri. & Sat.).

Based on FEMA’s findings to date, no significant adverse environmental effects are anticipated. However, if FEMA receives new information that results in a change from no adverse effects then FEMA would revise the findings and issue a second public notice allowing time for additional comments.

If no substantive comments are received, the Draft EA and associated Finding of No Significant Impact (FONSI) will become final and this initial Public Notice will also serve as the final Public Notice. Substantive comments will be addressed as appropriate in the final documents.