

1 STATE OF LOUISIANA

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3 INTERAGENCY MEMORANDUM OF AGREEMENT

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5 BY AND BETWEEN

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7 STATE OF LOUISIANA, DIVISION OF ADMINISTRATION  
8 OFFICE OF COMMUNITY DEVELOPMENT

9  
10 AND

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12 STATE OF LOUISIANA, DEPARTMENT OF CULTURE, RECREATION &  
13 TOURISM, OFFICE OF CULTURAL DEVELOPMENT

14  
15 **PURPOSE(S):**

16  
17 TO ESTABLISH PROTOCOLS AND MITIGATION MEASURES TO ADDRESS THE  
18 POTENTIAL ADVERSE EFFECT OF THE ROAD HOME PROGRAM ON HISTORIC  
19 PROPERTIES, IN COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC  
20 PRESERVATION ACT

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22 **MAXIMUM AMOUNT:**

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24 \$ 1,370,000.00

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26 **ACTIVITIES FUNDED:**

- 27  
28 1. Development of a Louisiana Comprehensive Archaeological Plan  
29 2. Development of detailed design guidelines with historic context for at least twenty-five  
30 National Register Historic Districts and designated Main Street/CLG Districts

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32 **TERM:**

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34 JULY 1, 2009 to JUNE 30, 2012

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36 **AUTHORITY NOTE:**

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38 This Interagency Agreement is entered into in accordance with the Programmatic Agreement  
39 entered into among the Louisiana Office of Community Development; the Louisiana State  
40 Historic Preservation Officer of the Department of Culture, Recreation and Tourism; the  
41 Advisory Council on Historic Preservation; the Mississippi Band of Choctaw Indians; and the  
42 Tunica Biloxi Tribe of Louisiana in August 2007 ("Road Home PA").  
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46 INTER-AGENCY MEMORANDUM OF AGREEMENT

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48 This Inter-Agency Memorandum of Agreement (hereinafter "Agreement"), is made and  
49 entered into by and between the State of Louisiana, Division of Administration, Office of  
50 Community Development (hereinafter "OCD"), 150 3<sup>rd</sup> Street, Suite 700, Baton Rouge,  
51 Louisiana 70801, represented herein by Paul Rainwater, Executive Director, and the State of  
52 Louisiana, Department of Culture, Recreation and Tourism, Office of Cultural Development  
53 (hereinafter "DCRT") 1051 N. 3<sup>rd</sup> Street, Suite 319, Baton Rouge, Louisiana 70802, represented  
54 herein by Pam Breaux, Secretary, and Scott Hutcheson, Assistant Secretary of the Office of  
55 Cultural Development and State Historic Preservation Officer ("SHPO") for the State of  
56 Louisiana.

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58 I. PREAMBLES

59  
60 A. The Constitution of the State of Louisiana Article VII, Section 14(c)  
61 provides, "For a public purpose, the State and its political subdivisions or political  
62 corporations may engage in cooperative endeavors with each other, with the United States  
63 or its agencies, or with any public or private association, corporation, or individual."  
64

65 B. In the aftermath of Hurricane Katrina and Hurricane Rita in 2005, the  
66 United States Congress, through Public Law 109-148 and through Public Law 109-234,  
67 allocated funds to the U.S. Department of Housing and Urban Development Community  
68 Development Block Grant ("CDBG") Program for use through the State of Louisiana for  
69 disaster recovery.  
70

71 C. OCD, on behalf of the State of Louisiana, administers the State's CDBG  
72 disaster recovery program, which is subject to the federal statutes and regulations  
73 governing the CDBG programs, as modified by exceptions and waivers previously granted and  
74 which may hereinafter be granted by the U.S. Department of Housing and Urban Development.  
75

76 D. In 2006, the Legislature enacted La. R.S. 40.600.66 et seq., which provided for  
77 the formation and incorporation of the Road Home Corporation and Louisiana Land Trust  
78 Corporation, which were empowered to undertake any project, in adherence to the policy  
79 guidelines for rebuilding, recovery, and land use management set forth by the Louisiana  
80 Recovery Authority, including the specific powers to "finance, own, lease as lessee or lessor, sell,  
81 exchange, donate, or otherwise hold or transfer a property interest in housing stock damaged by  
82 Hurricane Katrina or Hurricane Rita, including contracts for the acquisition, purchase,  
83 construction, disposition, sale, exchange, donation, renovation, improvement, or expansion of  
84 such housing stock property interest" (hereinafter the "Road Home Program").  
85

86 E. Pursuant to its legislative mandate, the OCD, through the Road Home Program  
87 d/b/a the Louisiana Land Trust, purchased numerous properties with funds provided through the  
88 aforementioned CDBG Program and now desires to return approximately 10,600 properties  
89 (hereinafter the "Road Home Properties") to the governing authorities of the respective parishes  
90 where said properties are located, for the local governing authorities to return to productive use.  
91

92 F. Because the Road Home Program is funded through CDBG funds provided by  
93 the U.S. Department of Housing and Urban Development, the disposition of the Road Home  
94 Properties is considered an "Undertaking" for purposes of Section 106 of the National Historic  
95 Preservation Act (hereinafter "NHPA") and its implementing regulations, 36 CFR Part 800  
96 "Protection of Historic Properties."

97  
98 G. OCD, administrator of the *Road Home Program*, is the “agency official” for  
99 purposes of Section 106 of the NHPA, as defined at 36 CFR 800.2(a), and HUD regulations  
100 found at 24 CFR Part 58, “Environmental Review Procedures For Entities Assuming HUD  
101 Environmental Responsibilities.”  
102

103 H. The SHPO, working through the DCRT Division of Historic Preservation and the  
104 DCRT Division of Archaeology, is the state official responsible under the NHPA for reviews of  
105 Undertakings for the purpose of compliance with Section 106 of the NHPA.  
106

107 I. Of the first 8,000 properties acquired through the Road Home Program,  
108 approximately 3,700 lie in Orleans Parish, 3,700 in St. Bernard Parish, and the remainder in  
109 another 20 parishes, in lots of 20 to 200.  
110

111 J. A DCRT evaluation of the first 600 Road Home Properties in Orleans Parish  
112 indicated that 125 (20%) would be recommended for archaeological survey for purposes of  
113 review under Section 106 of NHPA. Extrapolating this proportion to the entire sample would  
114 result in up to 1,800 Road Home properties recommended for survey. At a minimum cost of  
115 \$1,000/property, the DCRT estimates that the surveys would cost at least \$1.8 million and would  
116 require several years to complete if normal Section 106 review protocols were followed.  
117

118 K. In light of the public purpose and stated objective of returning the Road Home  
119 Properties to productive use in an expeditious manner, the parties to this Agreement determined  
120 that the cost and time to individually survey the Road Home Properties is not feasible or  
121 defensible, and therefore the parties began discussions of strategies to tailor the Section 106  
122 review to the unique circumstances occasioned by Hurricanes Katrina and Rita, including  
123 alternative mitigation strategies to fulfill the parties’ obligations under Section 106 of the NHPA,  
124 which mitigation strategies are expressly authorized under the NHPA and the regulations  
125 promulgated pursuant thereto, specifically including 36 CFR Section 800.14(b).  
126

127 L. A Programmatic Agreement was entered into by and among the Louisiana Office  
128 of Community Development of the Division of Administration; the Louisiana State Historic  
129 Preservation Officer of the Department of Culture, Recreation and Tourism; the Advisory  
130 Council on Historic Preservation (“ACHP”); the Mississippi Band of Choctaw Indians; and the  
131 Tunica Biloxi Tribe of Louisiana in August 2007 (“Road Home PA”) to tailor the NHPA Section  
132 106 review to the Undertakings of the Road Home Program.  
133

134 M. The Road Home PA Stipulation VII provides that with regard to the resolution of  
135 potential adverse effects of the Road Home Program upon historic properties, the OCD will  
136 consult with the SHPO, tribes and other consulting parties to establish protocols for 1) evaluating  
137 alternatives and 2) developing standard mitigation measures to be included in agreement  
138 documents negotiated under the terms of the Road Home PA, with the final mitigation agreement  
139 to be filed with the ACHP and retained as part of the project record.  
140

141 N. During the period of February 2009 to May 2009, the OCD and the DCRT/SHPO  
142 consulted with a majority of the parties defined in the Road Home PA on the protocols and  
143 mitigation measures contained in this Agreement. On May 6, 2009, the OCD published a Public  
144 Notice in the New Orleans *Times-Picayune* newspaper, the Baton Rouge *Advocate* newspaper  
145 and the Office of Cultural Development Website.  
146

147 O. This Agreement is intended to establish the “protocols” and “mitigation  
148 measures” required by the terms of the 2007 Road Home PA, to fulfill the NHPA Section 106  
149 responsibilities of the OCD.  
150

151 P. 24 C.F.R. § 570.200 requires the OCD and DCRT, as recipients of a CDBG grant  
152 to certify that the projected use of grant funds has been developed so as to give maximum feasible  
153 priority to activities which carry out one of the national objectives of benefit to low-and-moderate  
154 income families or aid in the prevention or elimination of slums or blight.  
155

156 Q. The purpose of this Agreement, the establishment of protocols and mitigation  
157 measures to address the potential adverse effect of the *Road Home Program* on historic properties  
158 in compliance with Section 106 of the National Historic Preservation Act, is consistent with the  
159 CDBG national objective of prevention or elimination of slums or blight.  
160

161 R. CDBG funds may be used to pay reasonable program administration costs related  
162 to the execution of planning and execution of community development activities associated in  
163 whole or in part with funds provided under the CDBG program. The activities funded by this  
164 agreement are properly classified as the CDBG eligible activity of General Program  
165 Administration.  
166

167 S. Now therefore, the parties hereto agree that the Undertaking will be implemented  
168 in accordance with the following stipulations to take into account the effects of the Undertaking  
169 on historic properties and to satisfy OCD’s NHPA Section 106 responsibilities for the  
170 Undertaking.  
171

## 172 173 **II. STIPULATIONS - Protocols and Mitigation Measures**

### 174 175 **A. Protocols**

- 176  
177 1. The DCRT Division of Historic Preservation agrees to reduce the Section  
178 106 review time from 30 days to 15 days to expedite the review process of all  
179 Road Home Properties, including those that are located within the boundaries  
180 of a National Register Historic District or that are individually eligible for  
181 inclusion in the National Register.  
182
- 183 2. The DCRT Division of Archaeology agrees to forego its review under  
184 Section 106 of the NHPA any Road Home Property (a) that is not located on  
185 a site previously identified by the DCRT Division of Archaeology as an  
186 archaeological site by virtue of its inclusion in the Louisiana State  
187 Archaeological File or (b) that is located on a site that has been determined  
188 not eligible for inclusion on the National Register.  
189
- 190 3. The DCRT Division of Archaeology also agrees to reduce the Section 106  
191 review time from 30 days to 15 days to expedite the review process of any  
192 Road Home Property that is located on a site previously identified by the  
193 DCRT Division of Archaeology as an archaeological site by virtue of its  
194 inclusion in the Louisiana State Archaeological File and that (a) has been  
195 determined eligible for inclusion in the National Register, or (b) its eligibility  
196 for inclusion in the National Register has not been determined.  
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4. In accordance with 36 CFR 800.16 1 (2), the term “eligible for inclusion in the National Register” includes both properties formally determined as such in accordance with regulations of the Secretary of the U.S. Department of the Interior and all other properties that meet the National Register criteria.

B. Alternative Mitigation Measures

1. The OCD, as administrator of the CDBG Disaster Recovery Program, subject to the terms and conditions of this Agreement, the Road Home PA, and all applicable federal and state statutes, rules, regulations, policies, and constitutional requirements, shall make available to the DCRT CDBG disaster recovery funds in the gross amount up to One Million Three Hundred Seventy Thousand Dollars (\$1,370,000.00) for the purpose of funding historic preservation and archaeological preservation activities that will serve as Alternative Mitigation Measures to offset the potential adverse effects of the Undertaking (i.e., the disposition of Road Home Properties by the OCD).

2. The DCRT, as a recipient of CDBG funds, will be responsible for administering the Alternative Mitigation Measures in a manner consistent with standards required by OCD in this Agreement as a condition of OCD providing these funds. DCRT shall maintain such records as required under the terms of this Agreement and shall abide by all requirements set forth in Exhibit A “CDBG Program Administration and Compliance.”

3. Goals and Objectives

The Alternative Mitigation Measures include the following activities.

- The development of a Louisiana Comprehensive Archaeological Plan
- The development of detailed design guidelines with historic context for at least twenty-five (25) National Register Historic Districts and designated Main Street Districts and Certified Local Governments (CLG) in the 37 parishes across southern Louisiana participating in the Road Home program.

The overarching goal for all efforts is to enable the DCRT Division of Archaeology and the DCRT Division of Historic Preservation to enable communities that have been adversely affected by Hurricanes Katrina and Rita to recover and rebuild in a manner that preserves, restores, and protects historic property, both above and below ground.

“Historic property,” as defined in 36 CFR §800.16, means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.

The specific goals and objectives for each activity are set forth below.

a. Louisiana Comprehensive Archaeological Plan. The existing state comprehensive archaeological plan is over 25 years old and requires

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revision and updating to reflect the tremendous growth in knowledge and experience since it was written in 1983.

The State Archaeological Plan identifies the critical issues for Louisiana's archaeological resources and the state's unique cultural history. It provides a framework by which key archaeological resources are identified. This framework establishes the basis for determining which sites are eligible for inclusion in the National Register. This information is necessary for federal agencies, private contractors, the general public and the State Historic Preservation Officer (SHPO) as they negotiate the NHPA Section 106 review process for development and recovery projects across the state.

The Congressionally defined Road Home program encompasses 37 of Louisiana's 64 parishes. Development of the revised Louisiana Archaeological Plan will specifically address the prehistoric and historic cultures present within the designated 37 parishes. Because Louisiana's prehistoric cultural history is extremely complex, with different cultures operating at different spatial scales across the state throughout its history, evaluation of the history and state of knowledge about any particular culture may incorporate information from sites outside of the designated parishes.

The objectives of the revised Louisiana Comprehensive Archaeological Plan are to 1) assess what is currently known about Louisiana's archaeological history, 2) identify critical areas where further research is necessary, 3) identify critical sites for preservation, and 4) provide an analytical framework for assessing the National Register eligibility of sites examined in the future. Each of these objectives will significantly assist the DCRT through the SHPO's office in carrying out its responsibilities under Section 106 of the National Historic Preservation Act, and will also be of great benefit to federal agencies and archaeological contractors by providing a framework for determining National Register eligibility of sites.

- b. Archaeological survey in the coastal parishes within the Congressionally defined Road Home program most directly affected by the 2005 Hurricanes Katrina and Rita. The Archaeological Survey of Coastal Parishes will 1) revisit known sites in the selected parishes to assess their current condition and status, and 2) include limited systematic surveying to identify new archaeological sites in the selected parishes. This information will be valuable for developing the Louisiana Comprehensive Archaeological Plan by providing updated information on the location and integrity of archaeological sites in the selected parishes, and also will provide a baseline of data on current site conditions for assessing the impact of future storms and other disasters.
  
- c. Detailed building design guidelines for at least 25 National Register Historic Districts and Main Street/CLG Districts in the 37 parishes across southern Louisiana participating in the Road Home Program. The Design Guidelines will be available to the public and will enable property owners contemplating renovation and/or restoration of historic buildings within the

299 selected historic or Main Street/CLG districts to maintain the historic look,  
300 feel and character of the district. The guidelines will also address new  
301 additions to historic buildings and new construction within a historic  
302 district. The goal of these efforts will encourage appropriate long-term  
303 planning for historic district resources in Louisiana that were negatively  
304 impacted by Hurricanes Katrina and Rita. This is intended to result in an  
305 improved quality of the district and will contribute to the economic health  
306 of the district and community.

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309 4. Statement of Work

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311 a. Louisiana Comprehensive Archaeological Plan

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313 i. Salaries/Contract. DCRT shall either hire one or more temporary  
314 employees or shall adhere to all applicable procurement requirements  
315 (including 24 CFR 570.489) to contract with one or more firms that employ  
316 individuals who meet the Secretary of the Interior's (SOI) professional  
317 qualification standards for Archaeology and Historic Preservation (48 FR  
318 44716) to coordinate, develop, prepare and submit a revised Statewide  
319 Comprehensive Archaeological Plan. Services provided under this part may  
320 include but are not limited to the following tasks:

- 321  
322 (1.) Coordinate planning meetings with professional archaeologists, the  
323 general public, the state regional and station archaeologists, and staff  
324 from the Division of Archaeology to determine the scope and  
325 framework of the plan.  
326 (2.) Coordinate the development of all elements of the plan, based on the  
327 scope and framework established.  
328 (3.) Prepare draft plan and submit for comment to all interested parties  
329 and the general public.  
330 (4.) Prepare final plan and submit to the Division of Archaeology.

331  
332 ii. Salaries. DCRT shall hire one or more temporary employees to support  
333 the development of the Louisiana Comprehensive Archaeological Plan. The  
334 employees' work will include, but is not limited to the following tasks:

- 335  
336 (1.) Ensure the DCRT's electronic Geographic Information System  
337 (GIS)-based, archaeological site files are accurate and up-to-date.  
338 (2.) Update the archaeological site radiocarbon database.  
339 (3.) Compile an annotated bibliography of Louisiana archaeology.  
340 (4.) Develop a database of excavated archaeological site in Louisiana.  
341 (5.) Maintain project records and accounts and prepare quarterly  
342 reports for submission to OCD.  
343 (6.) Manage the grants and accounts resulting from all projects and  
344 prepare quarterly reports for submission to OCD.

345  
346 iii. Grant. DCRT will provide funds to the Department of Anthropology,  
347 School of Urban Planning and Regional Studies, University of New Orleans  
348 to support the Regional Archaeologist who shall provide information  
349 essential to the development of the revised Louisiana Comprehensive

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Archaeological Plan. The Regional Archaeologist's work will include, but is not limited to the following tasks:

- (1.) Develop a predictive model of archaeological site locations within the greater New Orleans area comprised of the urban areas within Orleans, St. Bernard, Jefferson and St. Charles parishes.
- (2.) Prepare an overview of the history of archaeological research in the greater New Orleans area, including an assessment of the available collections. This information will assist development of the Louisiana Comprehensive Archaeological Plan by providing a detailed overview of the current state of archaeological knowledge for those parishes with the greatest number of Road Home properties, and will be incorporated into the revised Louisiana Comprehensive Archaeological Plan.

iv. Contract (subject to funding availability). DCRT shall adhere to all applicable procurement requirements (including 24 CFR 570.489) to contract with one or more firms that include individuals who meet SOI professional qualification standards for Archaeology and Historic Preservation to take all steps necessary to plan, coordinate, develop, prepare and submit an archaeological survey in the coastal parishes most directly affected by Hurricanes Katrina and Rita. The archaeological survey will review and update the existing database of known archaeological sites within the selected parishes in order to provide accurate information on the abundance, preservation and character of sites in these parishes. This information is a critical element for developing an appropriate management plan for these properties within the revised Louisiana Comprehensive Archaeological Plan.

The DCRT shall first determine which parishes and/or areas within specified parishes will be included in the survey. After that determination is made, the contract will be let with the services provided under said contract likely to include but not limited to the following tasks:

- a. Revisit all known archaeological sites in the area that have not been updated since before Hurricanes Katrina and Rita.
- b. At each visited site and with landowner permission, collect sufficient information to determine the site size and degree of integrity.
- c. Prepare an updated site form for each visited site.
- d. Prepare and submit a survey report to the Division of Archaeology for each parish summarizing the results of the survey, including the completed, final site forms for all visited sites.
- e. Finalize and submit the complete text and all supporting documentation required for the archaeological survey of the designated parishes. The deliverable shall be presented both in hard copy format (1 bound copy, 8.5" x 11"), electronically in .pdf format, and electronically in Microsoft Word or similar text editable publishing software. Pictures should be jpeg format and 300 dpi.

DCRT will be responsible for incorporating the information provided in these reports into the revised Louisiana Comprehensive Archaeological Plan as part of the development of that plan.

401 v. Final Deliverable: The complete text and all support documentation  
402 comprising the Revised Louisiana Comprehensive Archaeological Plan. The  
403 final deliverable shall be the plan presented in hard copy format (50 copies,  
404 8.5" x 11" bound), electronically in .pdf format, and electronically in  
405 Microsoft Word or similar text editable publishing software. Pictures should  
406 be jpeg format and 300 dpi. All accompanying databases will be provided in  
407 MS Excel or Access format. The predictive model dataset will be provided  
408 in a format compatible with ARCVIEW 9.2.

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411 b. Detailed building design guidelines for at least 25 National Register Historic  
412 Districts and Main Street/CLG Districts in the 37 parishes across southern  
413 Louisiana participating in the Road Home program.

414  
415 i. Contract. DCRT shall adhere to all applicable procurement requirements  
416 (including 24 CFR 570.489) to contract with one or more firms with  
417 individuals who meet the SOI professional qualification standards for  
418 Archaeology and Historic Preservation (48 FR 44716) to develop, prepare  
419 and submit detailed design guidelines with historic context specific to each  
420 National Register or Main Street/CLG district.

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422 The DCRT shall first determine which parishes and specified districts will be  
423 chosen for this project. After that determination is made, the project will be  
424 let with the services provided under said contract likely to include, but not  
425 limited to the following tasks:

- 426 1. provide a brief history with historic context of each parish and  
427 historic district or Main Street/CLG district chosen,
- 428 2. provide district maps, historic maps, and/or Sanborn fire  
429 insurance maps,
- 430 3. show the varying architectural styles, building types and building  
431 materials, for both interior and exterior features significant to the  
432 particular district, while highlighting vernacular architecture  
433 within the district/parish, where applicable.
- 434 4. address contextualism and new construction,
- 435 5. provide appropriate photos,
- 436 6. for each district, address handicap accessibility.

437 ii. Final Deliverable: The complete text and all supporting documentation  
438 required to produce the detailed building design guidelines for at least 25  
439 National Register Historic Districts and Main Street/CLG Districts. The  
440 final deliverable shall be presented both in hard copy format (10 bound  
441 copies per district) and electronically in Microsoft Word or similar text  
442 editable publishing software. Pictures should be jpeg format and 300  
443 dpi.

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445 5. Budget

446  
447 a. The Budget for the Mitigation Measures is contained in "Attachment B,"  
448 which is attached hereto and made a part hereof by reference and shows all  
449 anticipated revenues and expenditures for the activities funded through this  
450 Agreement.

452 b. The OCD funding for the Budget shall not exceed the total sum of One  
453 Million Three Hundred Seventy Thousand Dollars (\$1,370,000.00), which  
454 sum shall be inclusive of all costs or expenses to be paid by the OCD in  
455 connection with the services and deliverables to be provided under this  
456 agreement. No CDBG funds payable through the OCD under this  
457 Agreement shall be paid for any one phase of this agreement that exceeds the  
458 categories shown on the Budget without the prior approval of OCD.  
459

460  
461 6. Payment Terms  
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463 a. Provided progress and/or completion of the services described under the  
464 Mitigation Measures are to the reasonable satisfaction of the OCD, payments  
465 to the DCRT shall be made by OCD on a reimbursement basis after receipt  
466 from the DCRT and approval by the OCD of quarterly **Cost Reports**  
467 requesting reimbursement and certifying that such expenses have been  
468 incurred. Adequate supporting documentation (including copies of invoices,  
469 checks, time sheets, and other appropriate records reflecting expenses  
470 incurred) shall be attached to the Cost Reports. All original documentation  
471 supporting the Cost Reports shall be maintained by DCRT, and shall be  
472 subject to audit, as hereinafter stated.  
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474 b. Reimbursements under this Agreement will be allowed only for expenditures  
475 occurring between and including the beginning and end dates of this  
476 Agreement.  
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478 7. Project Management  
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480 a. DCRT shall develop and maintain a Project Work Plan that breaks down the  
481 work to be performed into manageable phases, activities and tasks as  
482 appropriate, with estimated workdays/personnel hours to complete, expected  
483 start and completion dates. Scheduled completion dates for each interim and  
484 final deliverable shall specifically be included.  
485

486 b. DCRT shall designate a Project Manager to provide day-to-day management  
487 of project tasks and activities, coordination of support and administrative  
488 activities, and supervision of DCRT employees. The Project Manager shall  
489 possess the technical and functional skills and knowledge to direct all aspects  
490 of the project. The Project Manager for DCRT will be Phil Boggan, Interim  
491 Deputy Assistant Secretary, DCRT Office of Cultural Development, or his  
492 designee.  
493

494 c. The DCRT Project Manager shall provide to OCD written quarterly Progress  
495 Reports. The quarterly Progress Report should accompany the quarterly Cost  
496 Report. Each Progress Report shall describe the status of DCRT's  
497 performance since the preceding report, including the services and products  
498 delivered, descriptions of the problems encountered and methods utilized to  
499 resolve them, the work to be accomplished in the next reporting period, and  
500 issues requiring attention, particularly those that may affect the scope of  
501 services, the project budget, or the deliverables to be provided.. Each report

502 shall identify activities by reference to the Project Work plan where  
503 applicable.

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506 8. Project Monitoring.

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508 a. The OCD shall appoint a Project Director for this Agreement who shall  
509 monitor performance of the Mitigation Measures described herein. The  
510 Project Director is Thomas Brennan, Assistant Executive Director of the  
511 Office of Community Development, or his designee as appointed in writing.  
512 The OCD Project Director shall be the principal point of contact for DCRT  
513 for this Agreement.  
514
- 515 b. The OCD Project Director shall review and analyze the DCRT's written  
516 Progress Reports, Cost Reports, and any work product for compliance with  
517 the terms set forth herein and shall:
- 518 i. Compare the Progress Reports and Cost Reports to the Work Plan  
519 and Budget to determine the progress made and compliance with  
520 budgetary, contractual and legal restrictions.
  - 521 ii. Contact DCRT to secure copies of any missing or incomplete  
522 reports, documentation, or other deliverables.
  - 523 iii. Maintain telephone and/or e-mail contact with DCRT and, if  
524 necessary, make visits to the DCRT's site in order to review the  
525 progress and completion of services, to ensure that performance  
526 goals are being achieved, and to verify information when needed.
  - 527 iv. Ensure that expenditures or reimbursements requested in Cost  
528 Reports are in compliance with the approved Budget. Contract  
529 Monitor shall contact DCRT whenever additional details,  
530 information or documentation is necessary to make payments.
- 531
- 532 c. Between required reporting dates, DCRT shall inform OCD of any problems,  
533 delays or adverse conditions that will materially affect the ability to attain  
534 program objectives, or prevent the meeting of time schedules. DCRT's  
535 disclosure shall be accompanied by a statement describing the action taken or  
536 contemplated by the DCRT, and any assistance that may be needed to resolve  
537 the situation.  
538
- 539 d. The OCD reserves the right to conduct Performance Monitoring at  
540 appropriate checkpoints throughout the project. DCRT will facilitate the  
541 monitoring process by making staff and information available as requested  
542 by the OCD at no additional cost.

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544 9. Duration

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546 Unless amended or terminated in accordance with the terms and procedures set  
547 forth herein, this Agreement will remain in effect from July 1, 2009 through June  
548 30, 2012 or until the terms have been satisfactorily fulfilled.  
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**III. Other Contract Provisions**

**A. Discrimination**

The parties and their contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990.

The parties and their contractors shall each agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by DCRT, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**B. Maintenance and access to records**

DCRT and its contractors shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OCD to assure proper accounting for all project funds. OCD, the Division of Administration (DOA) Internal Auditor, the State Legislative Auditor, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of DCRT and its contractors which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records shall be maintained for four years.

**C. Auditors Clause**

It is hereby agreed that the OCD, the Division of Administration auditors, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of DCRT and its contractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. DCRT and its contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports issued by the DCRT must be satisfactorily addressed through a corrective action plan submitted by the sub-recipient within 30 days after receipt of the audit report by the DCRT. Failure of DCRT and its contractors to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

**D. Covenant Against Contingent Fees and Conflict of Interest**

602 DCRT and its contractors shall warrant that no person or selling agency or other  
603 organization has been employed or retained to solicit or secure this contract upon an  
604 Agreement or understanding for a commission, percentage, brokerage, or contingent fee.  
605 For breach or violation of this warrant the OCD shall have the right to annul this contract  
606 without liability or, in its discretion, to deduct from the contract or otherwise recover the  
607 full amount of such commission, percentage, brokerage or contingent fee, or to seek such  
608 other remedies as legally may be available.

609  
610 No member, officer, or employee of DCRT, its contractors, or their designees, or agents,  
611 no consultant, no member of the governing body of DCRT or the locality in which the  
612 program is situated, and no other public official of DCRT or such locality or localities,  
613 who exercises or has exercised any functions or responsibilities with respect to this  
614 Agreement during his or her tenure, shall have any interest, direct or indirect, in any  
615 contract or subcontract, or the proceeds thereof, for work to be performed in connection  
616 with the Project or in any activity or benefit, which is part of this Agreement.

617  
618 However, upon written request of DCRT, the OCD may agree in writing to grant an  
619 exception for a conflict otherwise prohibited by this provision whenever there has been  
620 full public disclosure of the conflict of interest, and the State determines that undue  
621 hardship will result either to DCRT or the person affected by applying the prohibition and  
622 that the granting of a waiver is in the public interest. No such request for exception shall  
623 be made by DCRT which would, in any way, permit a violation of state or local law or  
624 any or statutory or regulatory provision of the DCRT.

625  
626 E. Reversion of Assets

627  
628 Upon expiration of this Agreement, DCRT shall transfer to OCD any CDBG funds, in the  
629 possession of DCRT on hand at the time of expiration and any accounts receivable  
630 attributable to the use of CDBG funds. Requirements regarding DCRT's retention of  
631 equipment purchased with CDBG funds beyond the term of this Agreement shall comply  
632 with 24 CFR 84.34 except with 24 CFR 84.34(g) as clarified by 24 CFR 570.502  
633 (b)(3)(vi) . OCD will seek a waiver of requirements related to disposition of equipment.  
634 However, it is understood by DCRT and OCD that in the absence of such waiver all other  
635 regulations of 24 CFR 84.34 apply and that the provisions of 24 CFR 570.502(b)(3)(vi)  
636 only apply when the sub-recipient disposes of the equipment.

637  
638 F. Termination or Suspension:

639  
640 1. Termination for Cause:

641  
642 OCD may, after giving reasonable written notice specifying the effective date,  
643 terminate this Agreement in whole or part for cause, which shall include but not be  
644 limited to:

645  
646 (a) failure, for any reason, of the DCRT to fulfill in a timely and proper manner the  
647 obligations under this Agreement, and such statutes, Executive Orders, and federal  
648 directives as may become generally applicable at any time;

649  
650 (b) submission by the DCRT to OCD, HUD, or either of their auditors, of reports  
651 that are incorrect or incomplete in any material respect; or

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(c) improper use of funds provided under this Agreement.

If, through any cause, the DCRT shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if the DCRT shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to the DCRT of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of said termination.

2. Termination for Convenience

The State of Louisiana, Division of Administration, Office of Community Development (OCD) may terminate this contract at any time without penalty by giving Sixty (60) days written notice to DCRT of such termination or negotiating with DCRT an effective date. DCRT shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

G. Other Contract Provisions

1. Assignment: The DCRT shall not assign any interest in this Agreement, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the OCD.

2. Severability: If any provision of this Agreement is determined to be unlawful or unenforceable by a court having jurisdiction over the parties, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.

3. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Louisiana, and exclusive jurisdiction and venue shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

4. Authority to Make and Use Copies: DCRT authorizes OCD to make copies, photocopies, reproductions and other facsimiles (copies) of this original Agreement for the purpose of filing and for any other purposes permitted as if such copies were original.

5. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

H. Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited

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in the United States mail, as certified mail, return receipt requested and postage prepaid,  
or by e-mail to the other party, addressed as follows:

Mr. Thomas Brennan  
Assistant Executive Director  
Office of Community Development  
150 3<sup>rd</sup> Street, Suite 700  
Baton Rouge, Louisiana 70801

Mr. Phil Boggan  
Louisiana Department of Culture, Recreation &  
Tourism/Office of Cultural Development  
1051 N. Third Street, 3<sup>th</sup> Floor  
Baton Rouge, Louisiana 70802

717  
718 EXECUTION AND IMPLEMENTATION of this Memorandum of Agreement evidences  
719 that OCD has afforded the Advisory Council on Historic Preservation a reasonable  
720 opportunity to comment on the MOA and its effects on historic properties, that OCD has  
721 taken into account the effects of the undertaking on historic properties, and that OCD has  
722 satisfied its responsibilities under Section 106 of the National Historic Preservation Act  
723 and applicable implementing regulations.

724  
725 OCD shall provide each Signatory, Invited Signatory, and Concurring Party with a  
726 complete copy of the MOA including all executed signature pages.

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764 **SIGNATORY :**

765

766 **LOUISIANA DIVISION OF ADMINISTRATION**

767 **OFFICE OF COMMUNITY DEVELOPMENT**

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770

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

771 Paul Rainwater

772 Executive Director

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**SIGNATORIES:**

**LOUISIANA DEPARTMENT OF CULTURE, RECREATION & TOURISM**

\_\_\_\_\_ Date: \_\_\_\_\_  
Pam Breaux  
Secretary

**LOUISIANA STATE HISTORIC PRESERVATION OFFICER**

\_\_\_\_\_ Date: \_\_\_\_\_  
Scott Hutcheson  
State Historic Preservation Officer

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**SIGNATORY:**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**



Date: 5/27/09

John M. Fowler  
Executive Director

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**CONCURRING PARTY:**

**MISSISSIPPI BAND OF CHOCTAW INDIANS**

\_\_\_\_\_ Date: \_\_\_\_\_  
Beasley Denson, Chief

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**CONCURRING PARTY:**

**TUNICA-BILOXI TRIBE OF LOUISIANA**

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Earl Barbry, Sr., Chairman

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

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**CONCURRING PARTY:**

**NATIONAL TRUST FOR HISTORIC PRESERVATION**

\_\_\_\_\_  
Richard Moe, President

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

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**CONCURRING PARTY:**

**PRESERVATION RESOURCE CENTER OF NEW ORLEANS**

\_\_\_\_\_  
Patricia H. Gay, Executive Director

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

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**CONCURRING PARTY:**

**THE HISTORIC DISTRICT LANDMARKS COMMISSION**

\_\_\_\_\_  
Elliot Perkins, Executive Director

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

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**EXHIBIT A**  
**CDBG Program Administration and Compliance**

1086 1. General Compliance

1087  
1088 DCRT agrees to comply with the requirements of Title 24 of the Code of Regulations  
1089 Part 570 (<http://www.gpoaccess.gov/cfr/index.html>) including subpart K of these  
1090 regulations, except that (1) DCRT does not assume the OCD's environmental  
1091 responsibilities described in 24 CFR 570.604 and (2) DCRT does not assume the OCD's  
1092 responsibility for initiating the review process under the provisions of 24 CFR Part 52.  
1093 DCRT also agrees with all other applicable Federal, state, and local laws and all  
1094 applicable Office of Management and Budget Circulars  
1095 (<http://www.whitehouse.gov/omb/circulars/>).  
1096

1097 2. Performance Monitoring

1098  
1099 OCD will monitor the performance of DCRT and its contractors/subrecipients against  
1100 goals and performance standards in the Work Plan. Substandard performance as  
1101 determined by OCD will constitute noncompliance with this Agreement. If action to  
1102 correct such substandard performance is not taken by DCRT within a reasonable period  
1103 of time after being notified by OCD, contract suspension or termination procedures will  
1104 be initiated.  
1105

1106 3. Financial Management

1107  
1108 a. Accounting Standards

1109  
1110 DCRT agrees to comply with 24 CFR 85.20 except (a) and its contractors/sub-  
1111 recipients agree to comply with 24 CFR 84.21, 24 CFR 84.24–28 or 24 CFR  
1112 85.21 and agree to adhere to the accounting principles and procedures required  
1113 therein, utilize adequate internal controls, and maintain necessary source  
1114 documentation for all costs incurred.  
1115

1116 b. Cost Principles

1117  
1118 DCRT and its contractors/sub-recipients shall administer its program in  
1119 conformance with OMB Circulars A-121, "Cost Principles for Non-Profit  
1120 Organizations," OMB Circulars A-21 "Cost Principles for Institutions of Higher  
1121 Education", or A-87 "Cost Principles for State and Local Government as  
1122 applicable. These principles shall be applied for all costs incurred whether  
1123 charged on a direct or indirect basis.  
1124

1125  
1126 4. Documentation and Record Keeping

1127  
1128 a. Records to be Maintained

1129  
1130 DCRT and its contractors/sub-recipients shall maintain all records required by  
1131 the Federal regulations specified in 24 CFR 570.506, that are pertinent to the

1132 activities and objectives funded under this Agreement. Such records shall include  
1133 but not be limited to:

1134  
1135 Records providing a full description of each activity undertaken;

- 1136 i) Records demonstrating that each activity undertaken meets one
- 1137 of the National Objectives of the CDBG program;
- 1138 ii) Records required for determination of the eligibility of activities;
- 1139 iii) Records required to document the acquisition, improvement, use
- 1140 or disposition of real property acquired or improved with CDBG
- 1141 assistance;
- 1142 iv) Records documenting compliance with the fair housing and
- 1143 equal opportunity components of the CDBG program;
- 1144 v) Financial records as required by 24 CFR 570.502 (a) for DCRT
- 1145 and 24 CFR 570.502 (b) for sub-recipients, 24 CFR 84.21, 24
- 1146 CFR 84.26-28 for sub-recipients and 24 CFR 85.21 for DCRT;
- 1147 and
- 1148 vi) Other records necessary to document compliance with Subpart K
- 1149 of 24 CFR Part 570.
- 1150
- 1151

1152 b. Retention

1153  
1154 DCRT (in accordance with 24 CFR 85.42 as clarified by 570.502(a)16) and its  
1155 contractors/sub-recipients (in accordance with 24 CFR 84.53(b) as clarified by  
1156 570.502(b)(3)(ix)) shall retain all financial records, supporting documents,  
1157 statistical records, and all other records pertinent to the Agreement for a period of  
1158 four (4) years. The retention period begins on the date of the submission of  
1159 OCD's annual performance and evaluation report to HUD in which the activities  
1160 assisted under the Agreement are reported on for the final time. Notwithstanding  
1161 the above, if there is litigation, claims, audits, negotiations or other actions that  
1162 involve any of the records cited and that have started before the expiration of the  
1163 four-year period, then such records must be retained until completion of the  
1164 actions and resolution of all issues, or the expiration of the four-year period,  
1165 whichever occurs later.

1166  
1167 5. Close-outs

1168  
1169 DCRT's and its contractors'/subrecipients' obligation to OCD shall not end until  
1170 all close-out requirements are completed. Activities during this close-out period  
1171 shall include, but are not limited to: making final payments, returning unspent  
1172 cash advances and accounts receivable to OCD, and determining the  
1173 custodianship of records.

1174  
1175 6. Procurement

1176  
1177 a. Compliance

1178  
1179 DCRT shall conduct all procurement transactions in a manner providing for full  
1180 and open competition and comply with the applicable procurement regulations.  
1181 DCRT shall provide OCD with executed copies of all Requests for Proposals,  
1182 contracts, subcontracts, and job descriptions, along with documentation

1183 concerning the selection process for contractors/sub-recipients and the hiring  
1184 process for employees.

1185  
1186 b. OMB Standards

1187  
1188 Unless specified otherwise within this agreement, DCRT shall procure all  
1189 materials, property, or services in accordance with the requirements of 24 CFR  
1190 85.36 and sub-recipients in accordance with the requirements of 24 CFR  
1191 84.40–48.

1192  
1193 c. Indirect Costs

1194  
1195 Indirect costs may not be charged to the grant proceeds or as administrative  
1196 expenses by DCRT.

1197  
1198 d. Utilization of Small, Minority and Women’s Owned Enterprises.

1199  
1200 DCRT shall make positive efforts to insure that sub-recipients utilize small  
1201 businesses, minority-owned firms, and women's business enterprises whenever  
1202 possible following the steps outlined in 24 CFR 84.44(b) Procurement for Non-  
1203 Profit organizations or 24 CFR 85.36(e) Procurement for Local Governments as  
1204 applicable.

1205  
1206 e. Sole Source Procurement

1207  
1208 DCRT shall make all reasonable efforts to avoid sole source contracts. But,  
1209 when no reasonable, feasible, or cost effective alternative exists, DCRT shall  
1210 specifically identify all awards of sole source contracts and the rationale for  
1211 making the award on a sole source basis in reports to OCD. All sole-source  
1212 procurements will be reported to the U.S. Congress as per PL 109-148.

1213  
1214  
1215 8. Prohibited Activity

1216  
1217 DCRT and its contractors/sub-recipients are prohibited from using funds provided  
1218 herein or personnel employed in the administration of the program for: political  
1219 activities, inherently religious activities, lobbying, political patronage, and nepotism  
1220 activities.

1221  
1222 9. Section 3 compliance in the provision of training, employment and business  
1223 opportunities

1224  
1225 DCRT and its contractors/sub-recipients agree to comply with the requirements of  
1226 section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.  
1227 1701u (section 3) insofar as this act applies to the performance of this Agreement. The  
1228 purpose of section 3 is to ensure that employment and other economic opportunities  
1229 generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the  
1230 greatest extent feasible, be directed to low- and very low-income persons, particularly  
1231 persons who are recipients of HUD assistance for housing. HUD-assisted projects  
1232 covered by Section 3 are those defined in 24 CFR 135.3 (a) (2) and (a)(3).

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10. Labor Standards

DCRT and its contractors/sub-recipients agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

11. Conflict of Interest

DCRT and its contractors/sub-recipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. DCRT and its contractors/sub-recipients shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the contractor/sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the DCRT, its contractors/sub-recipients, or any designated public agency.

12. Debarment or Suspension

No funds provided under this award may be used to pay salaries of employees or costs of consultants, contractors, or other service providers where such individuals are currently under suspension or debarment by a Federal agency. DCRT is responsible for verifying that its contractors/sub-recipients, and each tier of subcontractors, are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.

13. Environmental Conditions

1284 DCRT agrees to comply, insofar as they apply to the performance of this agreement, with  
1285 all applicable standards, orders or regulations issued pursuant to: HUD Environmental  
1286 Review Procedures 24 CFR Part 58, the Clean Air Act (42 U.S.C. 7401 et seq.) and the  
1287 Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive  
1288 Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD  
1289 Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and  
1290 the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In  
1291 accordance with the requirements of the Flood Disaster Protection Act of 1973 (42  
1292 U.S.C. 4001), Sub-recipient shall assure that for activities located in an area identified by  
1293 the Federal Emergency Management Agency (FEMA) as having special flood hazards,  
1294 flood insurance under the National Flood Insurance Program is obtained and maintained  
1295 as a condition of financial assistance for acquisition and construction purposes.  
1296

1297 14. Subcontract Provisions

1298  
1299 DCRT will include the provisions of this exhibit, in every contract, specifically or by  
1300 reference, so that such provisions will be binding upon each of its contractors/sub-  
1301 recipients.  
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**EXHIBIT B  
 The Budget**

**Revenues**

OCD/CDBG Funds	\$1,370,000
DCRT Funds/Equivalent (if any).	\$
<b>Total Anticipated</b>	<b>\$1,370,000</b>

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**Expenditures**

<b><u>Item</u></b>	<b><u>Purpose</u></b>	<b><u>Baseline Cost/Duration</u></b>	<b><u>Total Cost</u></b>
Contract/Salaries	Statewide Comprehensive Archaeological Plan		\$436,000
Salaries	Staff (temporary) to support the development of the Statewide Comprehensive Archaeological Plan	\$136,500/year – 2 years	\$273,000
Grant	UNO – Regional Archaeologist	\$100,000/year – 2 years	\$200,000
Contract	Detailed building design guidelines for 25 National Register Historic Districts and Main Street/CLG Districts across southern Louisiana		\$461,000
<b>TOTAL</b>			<b>\$1,370,000</b>

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These estimated costs are subject to adjustment based on the actual costs of the contracts, which will be let through a competitive process in accordance with state and federal guidelines.

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**EXHIBIT C**  
**Cost Report and Request for Reimbursement**

**LOUISIANA DEPARTMENT OF CULTURE, RECREATION & TOURISM**

**Invoice #** \_\_\_\_\_

**CFMS #** \_\_\_\_\_

**Cost Report and Request for Reimbursement**

**Name: Louisiana Department of Culture, Recreation & Tourism**

**Address:** \_\_\_\_\_

**Tax ID #**

**Telephone:** (    ) -        **Fax:** (    ) -

<b>Expense Categories</b>	<b>Approved Total Amount</b>	<b>Current Payment To Be Paid To DCRT</b>	<b>Total Year To Date Payments Previously Made</b>	<b>Category Balance After All Previous and This Current Payment(s) Made</b>
<b>Contract/Salaries (Archaeological Plan)</b>	<b>\$ 436,000</b>			
<b>Salaries</b>	<b>\$ 273,000</b>			
<b>Grant</b>	<b>\$ 200,000</b>			
<b>Contract (Design Guidelines)</b>	<b>\$ 461,000</b>			
<b>Total</b>	<b>\$1,370,000</b>			

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I hereby certify under penalty of law that the expense items shown in this Cost Report are true and correct, have actually been incurred, such reimbursements are now due, and this request for reimbursement is submitted in accordance with the Constitution of the State of Louisiana, and all other applicable Federal and Louisiana State laws, rules and regulations.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**(Date)**