

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND
EMERGENCY PREPAREDNESS, HOLY CROSS COLLEGE, INC, AND THE ROMAN
CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS
REGARDING THE CONSTRUCTION OF HOLY CROSS SCHOOL
IN NEW ORLEANS, LOUISIANA**

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security administers Federal disaster assistance pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121-5206, (Stafford Act) as a result of Hurricanes Katrina (DR-1603-LA) and Rita (DR-1607-LA) in August and September 2005 (Disasters); and

WHEREAS, Holy Cross College, Inc. (Holy Cross) has applied for funds through FEMA's Public Assistance Program (Program) to construct a new campus on the existing site of the St. Frances Xavier Cabrini and Redeemer Seton Schools (Schools) and the St. Frances Xavier Cabrini Church (Church) located at 5500 Paris Avenue in the Gentilly neighborhood of New Orleans, Louisiana (Undertaking) that are owned and operated by the Roman Catholic Church of the Archdiocese of New Orleans (Archdiocese) and the Congregation of St. Frances Xavier Cabrini Roman Catholic Church (the Parish Corporation); and

WHEREAS, the Holy Cross campus, located at 4950 Dauphine Street, New Orleans, Louisiana, was damaged by the Disasters, and FEMA has determined that Holy Cross is eligible for Program funding to perform repairs at that site; and

WHEREAS, Holy Cross subsequently communicated to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), formerly known as LOHSEP, that it intended to construct a new campus on the existing site of the Schools and the Church and therefore requested that the eligible Program funding be invested into an "Improved Project" as permitted by FEMA regulations that allow the rebuilding of damaged facilities at a new location and with Federal participation not to exceed the Federal share of the costs associated with repairing or replacing a damaged facility in its original location to its pre-disaster function and capacity; and

WHEREAS, the Church was damaged as a result of the Disasters and was in use at that time as a place of worship, and FEMA has informed the signatories that it is prohibited from providing Federal disaster assistance for repair, restoration, or reconstruction of space dedicated to or primarily used for religious purposes (Stafford Act §406, 42 U.S.C. §5170c; 44 CFR §206.226; FEMA Policy 9521.3); and

WHEREAS, FEMA has informed the signatories that funds may potentially be available for a church building if it is used for something other than a house of worship; and Holy Cross explored such options for the Church but found them infeasible for their purposes; and

WHEREAS, FEMA has determined that the Undertaking that is the subject of this Memorandum of Agreement (Agreement) is to construct a new campus on the existing site of the Schools and

Church, and is proposed to include the complete demolition of all buildings currently on the site, including the Church, and that activities related to changes in function, reuse, or disposition of the existing Holy Cross School campus are not known as this time but will be considered by FEMA when and if the Holy Cross School submits an application for assistance to the Program at that location; and,

WHEREAS, FEMA Public Assistance funding has been requested for construction of the new Holy Cross campus, not for demolition of the Church, and Holy Cross proposes to use its own funding for demolition of the Church and all other buildings on the site; and

WHEREAS, FEMA, GOHSEP, the Louisiana State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP), executed a Programmatic Agreement (2004 Statewide PA) on December 3, 2004, to satisfy FEMA's responsibilities pursuant to 36 CFR Part 800, the regulations implementing Section 106 and Section 110(f) of the National Historic Preservation Act (16 U.S.C. § 470 et seq) (NHPA), for all Undertakings funded as a result of such Disasters; and

WHEREAS, FEMA accelerated the Section 106 consultation for this Undertaking because the Disasters caused an unprecedented catastrophic impact both physically and economically on Holy Cross, the Archdiocese, the Church and its parishioners, the surrounding neighborhoods, and the community that warranted an immediate response to the application in order to allow a new education facility to be constructed in the 2007-2008 school year to serve the New Orleans community; and

WHEREAS, in keeping with 36 CFR §800.2(d) of the Section 106 regulations and in accordance with Stipulation IV.A(3) of the 2004 Statewide PA, FEMA developed with the SHPO a feasible plan for including the public in the Section 106 review process for the Undertaking; FEMA has sought and continues to seek and consider the views of the public in considering the nature and complexity of this Undertaking, the public interest, and confidentiality concerns of private individuals and businesses, and the relationship of the Federal involvement to the Undertaking; and FEMA conducted five (5) consultation meetings on February 7, 2007, February 15, 2007, February 26, 2007, March 5, 2007, and March 16, 2007, to provide all interested parties the opportunity to discuss the project and identify alternatives to avoid, minimize and/or mitigate any potential adverse effects from the Undertaking; FEMA conducted a public meeting on February 26, 2007, to provide the public the opportunity to learn about the project and provide comments; FEMA submitted three (3) public notices in *The New Orleans Times Picayune* and *The Baton Rouge Advocate* on February 5, 2007, February 15, 2007, and February 22, 2007, to advertise the public comment period, to provide direction to the public about how to provide written comments or comments through a web site, and to announce the public meeting on February 26, 2007; FEMA posted a public notice on the Louisiana Cultural Recreation and Tourism web site located at <http://www.crt.state.la.us> (CRT website) to enable public comment and to provide key documents for public review and detailed information about the location and details of the February 26, 2007 public meeting; FEMA will submit a final public notice for publication upon the ratification of this Agreement to notify the public about the stipulations in the Agreement; and;

WHEREAS, FEMA, in consultation with the SHPO, has determined that the area of potential effects (APE) for the construction of Holy Cross School is defined as the physical campuses of the

Schools and the Church, all located in the Gentilly neighborhood of New Orleans (see Appendix A); and

WHEREAS, due to the uncertainty regarding future activities at the current Holy Cross campus, FEMA and the SHPO have agreed to not include the campus in the APE for this undertaking, but as stated above, FEMA will consider such activities if and when FEMA receives an application for Public Assistance funding for that location; and

WHEREAS, FEMA, in consultation with SHPO, has determined that only one of the buildings within the APE, the Church, is eligible for listing in the National Register of Historic Places (National Register) under Criterion C and Criteria Considerations A and G for its innovative and complex structural design, exemplifying an exceptional singular design for a house of worship in New Orleans erected during the post-World War II period, and because the Church represents the work of the preeminent Modern local architecture firm of Curtis and Davis; and

WHEREAS, FEMA, in consultation with SHPO, has determined that the Undertaking will have an adverse effect on the Church; and

WHEREAS, FEMA, in consultation with SHPO, has determined that demolition of all the buildings on the School campuses would have no effect on historic properties because the buildings are not listed in the National Register of Historic Places, nor are they eligible for listing in the National Register individually or as part of an historic district; and

WHEREAS, the APE contains no archeological sites listed in the National Register, and FEMA, in consultation with the SHPO, has determined that it is unlikely that there are intact National Register archeological sites within the APE eligible for listing in the National Register, based upon the completion of a Phase I archeological investigation of the area; and

WHEREAS, in accordance with Stipulation VIII.A. of the 2004 Statewide PA, FEMA has provided the ACHP with a notification of adverse effect, and the ACHP has determined that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases* applies to the Undertaking, and the ACHP notified FEMA by letter on February 16, 2007, that it would participate in consultation in accordance with 36 CFR §800.6(b)(2); and

WHEREAS, FEMA, in addition to consulting with the SHPO; the ACHP; GOHSEP, the Program Grantee; and Holy Cross, Sub-grantee for the Undertaking; identified and invited the following consulting parties to participate in the Section 106 consultation process :the Archdiocese, **the Parish Corporation, the St. Frances Xavier Cabrini Parish Council**, the National Trust for Historic Preservation (NTHP); the City of New Orleans (City), the City Council and the Office of Recovery Management; New Orleans Planning District Six (District Six); the Friends of Cabrini Church (FOC); the Mississippi Band of Choctaw Indians (MBCI); the Oak Park Civic Association (Oak Park), and the Vista Park Civic and Improvement Association in accordance with 36 CFR §800.6(b)(2)) to resolve the adverse effects of the Undertaking on historic properties; and

WHEREAS, since the results of the Phase I archaeological survey were negative, the MBCI has indicated it has no further concerns with this area or the proposed project, and MBCI formally withdrew from consultation on this project on March 12, 2007; however, in the event that American

Indian cultural materials are encountered during the demolition or construction at the Gentilly site, FEMA shall contact the MBCI and the SHPO in accordance with applicable state and Federal statutes and regulations for further consultation; and

WHEREAS, FEMA, SHPO, and the ACHP acknowledge that executing an Agreement to outline measures to minimize or mitigate adverse effects on historic properties is an acceptable vehicle pursuant to Stipulation VIII.A.1. of the 2004 Statewide PA; and

WHEREAS, Holy Cross, as part of its planning for the new campus, analyzed various alternatives for the preservation and adaptive reuse of the Church, and due to the estimated costs of repairs and upgrades to the Church to meet building codes as required by the State Fire Marshall, and in consideration of its program needs and its educational mission, Holy Cross chose not to pursue a preservation option; and,

WHEREAS, Holy Cross analyzed the feasibility of coexistence with the Church within the footprint of the proposed Holy Cross campus, with the Church being owned and/or operated by another organization or group, and the reuse of architectural building features of the Church at the proposed site, and chose not to pursue a preservation option because the new Holy Cross campus will need the entire available parcel of land to carry out its mission and programs in a safe and practical manner; and

WHEREAS, Holy Cross analyzed the potential for retaining, reusing and/or displaying architectural building features, elements or component parts in their original locations, and concluded that such measures were infeasible and cannot be undertaken within reasonable costs that will enable Holy Cross to carry out its primary educational mission and program requirements; and

WHEREAS, Holy Cross, as part of its planning for the new campus, analyzed and documented whether or not the baldachino (the canopy located above the freestanding altar in the interior of the Church) is a structural component of the building and to determine the associated costs and safety risks of retention of the structure in place or deconstructing and removing the baldachino for relocation prior to demolition, but Holy Cross determined these options could not be undertaken within reasonable costs or with assurances of the safety of the structure; and

WHEREAS, GOHSEP is the Grantee of FEMA's Program, and FEMA therefore has invited GOHSEP to sign this Agreement; and

WHEREAS, Holy Cross, as the sub-grantees for the Undertaking, has been invited to sign this Agreement; and

WHEREAS, the Archdiocese, as the property owners and representatives of the property owners of the Schools and the Church, has been invited to sign this Agreement;

NOW, THEREFORE, FEMA, SHPO, the ACHP, GOHSEP, Holy Cross, and the Archdiocese agree that the Undertaking shall be implemented in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities, and that these stipulations shall govern the Undertaking and all of its parts until this Agreement expires or is terminated.

STIPULATIONS

To the extent of its legal authority and in coordination with SHPO, GOHSEP, Holy Cross, the Archdiocese, the Parish Corporation, and the ACHP, FEMA will ensure that the following measures are implemented:

I. APPLICABILITY

This Agreement addresses properties that include the physical campuses of the Schools and the Church in the Gentilly area of New Orleans, Louisiana as shown in Appendix A.

This Agreement is not applicable to the existing Holy Cross school campus unless and until Holy Cross submits an application for funding through FEMA's Public Assistance Program.

II. TREATMENT MEASURES

The timeline for these measures is contained within Appendix B.

A. Pre-demolition Treatment Measures

1. Architectural and Engineering Documentation of the Church:

- a) FEMA shall develop specifications to document the Church to meet National Park Service Historic American Building Survey (HABS) and the Historic American Engineering Record (HAER) Level II Documentation Standards for submission to the Library of Congress and that are consistent with the guidance provided under Section 110(b) of the NHPA.
- b) FEMA shall submit the documentation specifications to SHPO for review and comment within a period not to exceed 15 calendar days from the execution of this Agreement. SHPO shall provide approval or comments within 7 calendar days of the receipt of the specifications.
- c) The HABS/HAER documentation will be completed by a trained professional(s) having experience with the HABS/HAER documentation standards and provided to the SHPO and the Southeast Architectural Archives of Tulane University within a period not to exceed 60 calendar days of SHPO approval of the specifications.
- d) FEMA shall provide Holy Cross and the Archdiocese one copy each of the HABS/HAER documentation to ensure additional public accessibility to the records.

2. Archival Storage of Historic Records and Associated Materials Related to the Church

- a) FEMA shall ensure that all research materials related to the Church that are generated by this Undertaking including: HABS/HAER documents produced according to Section II.A., including copies of reports; research notes as

available; architectural renderings, plans and drawings; recordings and transcripts of oral interviews; and photographs are donated for archival storage to a library, archive, museum, and/or historical society that agrees to take responsibility for collecting, interpreting, and exhibiting the research materials and that agrees to be responsible for the long-term preservation, security, and accessibility of the research materials according to the Federal standards described in 36 CFR Part 79.

- b) FEMA shall contact appropriate archival organizations and/or agencies described in Stipulation II.A.2.a within a period not to exceed 15 calendar days of the execution of this Agreement to identify an agency or agencies that may take responsibility for the materials.
- c) FEMA shall submit any formal agreement with an archival organization and/or agency for this purpose to SHPO for comment and approval within 7 calendar days of receipt. SHPO shall have 7 calendar days to comment and approve.

3. Development of Reuse Plan for Architectural Features Located at the Church

- a) Holy Cross, the Archdiocese, and the Parish Corporation shall consult to explore appropriate treatment measures and develop an Architectural Feature Reuse Plan (Reuse Plan) for the relocation or reuse of architectural features, including the baldachino, located at the Church. The FOC may attend the consultation meetings to provide recommendations if invited by the Parish Corporation.
- b) The consultation will include:
 - Identification of appropriate strategies for the removal, relocation and reuse of architectural features.
 - Identification of funding sources for removal, relocation and reuse of architectural features.
- c) Holy Cross, the Archdiocese, and the Parish Corporation shall develop an estimate, in consultation with FEMA, of the costs of implementing the methods, specifications, and associated costs of the proposed treatment measures.
- d) Within 30 calendar days of the execution of the Agreement, Holy Cross, the Archdiocese, and the Parish Corporation shall develop and submit the Reuse Plan to FEMA, SHPO, and the ACHP for review and written approval before any identified actions are implemented. FEMA, SHPO, and the ACHP shall review and comment within a period not to exceed 15 calendar days of submittal of the Reuse Plan.
- e) All reuse and/or curation of architectural features will be carried out by qualified professionals who meet National Park Service requirements (48 FR 44,716 (September 29, 1983)) that are known as *The Secretary of the Interior's Historic Preservation Professional Qualifications Standards* (Professional Standards). Those qualifications define the minimum education and experience required to perform

identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved.

- f) The NTHP and/or FOC shall be provided access to the Church through mutual agreement with the Archdiocese within 15 calendar days of the execution of this Agreement to conduct similar studies by engaging the services of a qualified architect and/or structural engineer with demonstrated knowledge of ecclesiastical architecture of the 1960s, and who meet the Professional Standards, at their cost if they so choose but must complete those studies within 30 calendar days of the execution of the Agreement.
- g) Holy Cross will make a determination regarding the viability of utilizing the recommendations provided by the NTHP and/or Friends of Cabrini and shall notify the consulting parties within 7 calendar days of their determinations.

4. Church Commemoration Plan

- a) Holy Cross shall develop a Church Commemoration Plan within 15 calendar days of execution of the Agreement to commemorate the current location of the Church sanctuary under the baldachino and altar in a way that would be accessible to the general public during regular school hours.
- b) Holy Cross shall submit the Church Commemoration Plan to the consulting parties for review. The consulting parties shall comment within a period not to exceed 7 calendar days and Holy Cross will take their comments into consideration and incorporate the Church Commemoration plan into the Reuse Plan as appropriate (See Stipulation II.A.3.d).

B. Treatment Measures During Demolition

1. Architectural Salvage:

- a) Holy Cross shall incorporate the products of the investigations carried out under Stipulation II.A.3. and II.A.4. into its plans for development of the Holy Cross campus and direct its design, demolition and construction consultants and/or contractors to plan for and carry out any reuse and salvage activities outlined by these products.
- b) Holy Cross shall ensure that all architectural features and artifacts identified as significant and whose disposition is specified by the products developed during the investigations carried out under Stipulation II.A.3. and II.A.4 are preserved and treated as specified in these products.
- c) GOHSEP shall ensure that Holy Cross implements these stipulations prior to FEMA approving funding for the Undertaking.

C. Investigation of Adjacent Site for a Public Chapel

If a party is interested in acquiring adjacent land for a potential treatment measure, such as a public chapel, they shall approach the City with their plan. To the degree that the plan aligns with the City's priorities, the City will explore options and engage in negotiation with the interested parties to achieve mutual benefits. The City may, at its discretion, acquire land and make it available for redevelopment by the interested parties subject to the provisions of the City Charter. The terms of the sale, lease, or transfer of any land are yet to be determined, and shall in no way delay or otherwise interfere with the proposed Holy Cross project or with the execution of this Agreement.

III. UNEXPECTED DISCOVERIES

- A. Holy Cross, GOHSEP, and FEMA shall ensure that contracts for demolition or ground disturbance that are issued as part of this Undertaking provide for the protection and treatment of any discovered archeological property:
1. Contracts for the demolition of improvements or other ground-disturbing activities shall include provisions regarding the treatment of archeological deposits. If dense amounts of intact archeological deposits are uncovered, the contract shall require that work in the vicinity of the discovery be stopped immediately, that all reasonable measures to avoid or minimize harm to the finds be taken, and immediate notice be provided to Holy Cross. Holy Cross shall ensure that the archeological findings are secured in place, access to the sensitive area is restricted and that all reasonable measures to avoid further disturbance, minimize harm, and protect the discovery are taken. Holy Cross will notify GOHSEP and FEMA within 24 hours of the findings. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Indian tribes, and other consulting parties, as necessary.
 2. Holy Cross shall require that any contracts for the demolition of improvements or other ground disturbing activities include provisions regarding the treatment of human skeletal remains that may be discovered. These provisions shall require work to stop immediately in the vicinity of the uncovered human remains and that immediate notice regarding the discovery is given to Holy Cross, the local Police Department, the Parish Coroner's Office, and FEMA. Within 24 hours of the notification, FEMA shall notify SHPO and Indian tribes that have indicated their interest in the area of the discovery. The local law enforcement officials shall assess the nature and age of the human skeletal remains. FEMA 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, Louisiana 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 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 take the lead in working with Holy Cross, the SHPO, Indian tribes that have indicated their interest in the

area of the discovery, the Louisiana Division of Archeology, the property owner, and other consulting parties who may have an interest to ensure compliance with this State law, other applicable laws, and this Agreement. In addition, FEMA and Holy Cross shall encourage that the guidelines contained in the ACHP's "Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Object (2007)" be followed.

3. If the Undertaking causes unanticipated effects on historic properties or unexpected discoveries, including archeological artifacts and human remains, are uncovered during the Undertaking, Holy Cross shall notify FEMA, who in turn will notify SHPO and Indian tribes that have indicated their interest in the area of the discovery within 24 hours and initiate consultation. FEMA is not required to notify the ACHP of the discovery unless SHPO, or an Indian tribe requests, and ACHP may decline to participate in the consultation regarding the discovery at its discretion. Holy Cross and FEMA will notify the parties of any time constraints and work with all parties to agree on timeframes for the consultation regarding the discovery. Any party to this consultation may request an on-site meeting to review the situation.
- B. Holy Cross, in coordination with FEMA, will provide all parties that participated in the discovery consultation with a written summary of the consultation and its recommendations regarding the treatment of the newly discovered property.
 - C. If the parties do not object to Holy Cross's recommendations regarding the treatment of the discovery within the timeframes the parties established for the review, Holy Cross shall take all necessary steps to ensure that its recommendations are implemented. If there is a timely objection to Holy Cross's recommended treatment of the discovered property, Holy Cross and FEMA will consult further with the objecting party to address the objection, and Holy Cross or the objecting party may request that the dispute be reviewed under the provisions of Stipulation VI, Dispute Resolution.

IV. ANTICIPATORY ACTIONS

- A. Holy Cross shall not initiate demolition, ground-disturbing activities, or construction within the 25-50 foot perimeter (depicted as a dashed line) around the Church as shown in Appendix C, prior to compliance with the Pre-Demolition Treatment Measures specified in this Agreement. Demolition, ground-disturbance or construction within the perimeter may jeopardize FEMA funding if such activities are initiated beyond the design phase and prior to compliance with the Pre-Demolition Treatment Measures specified in this Agreement.
- B. FEMA will specifically advise GOHSEP of this Stipulation and will require that GOHSEP advise Holy Cross and the Archdiocese in writing that they may not initiate construction associated with the Undertaking prior to compliance with the Pre-Demolition Treatment Measures specified in this Agreement. GOHSEP also will advise the Sub-grantees that they will jeopardize Federal funding if work is initiated prior to compliance with the Pre-Demolition Treatment Measures specified in this Agreement.

V. AMENDMENTS, DURATION, AND TERMINATION

- A. This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date of the signature by the final signatory.
- B. Unless terminated, this Agreement shall remain in effect from the date of implementation until FEMA, in consultation with all other consulting parties, determines that the terms of this Agreement have been satisfactorily fulfilled. Upon such written notification from FEMA to all consulting parties of such a determination, this Agreement shall expire.
- C. FEMA, the SHPO, or the ACHP may terminate this Agreement by providing 30 calendar days' written notice to all other parties **consulting on this Agreement**, provided that the parties shall consult during this period to seek amendments or other actions that would prevent termination. Termination of this Agreement shall require compliance with Stipulations VII and VIII of the 2004 Statewide PA for each individual Undertaking.

VI. DISPUTE RESOLUTION

- A. Should any party to this Agreement object within 15 calendar days to any activities undertaken pursuant to this Agreement, FEMA shall consult with the SHPO, the ACHP, GOHSEP, Holy Cross and the Archdiocese to resolve the objection. If FEMA determines that the objection cannot be resolved through consultation, FEMA shall request the further comments of the ACHP. ACHP will provide its written recommendations to FEMA within 15 calendar days of receipt of adequate documentation. Any Holy Cross comment provided in response to such a request will be taken into account by FEMA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. FEMA's responsibility to carry out all actions under this Agreement that is not the subjects of the dispute will remain unchanged.

VII. REPORTING

- A. Commencing June 1, 2007, Holy Cross and the Archdiocese will submit quarterly reports to FEMA, GOHSEP, the SHPO, and the ACHP, and FEMA will distribute the reports to all other consulting parties, which document the status of actions taken to complete the terms of this Agreement. The report will specify by stipulation, measures taken by the sub-grantees to complete the specified mitigation measure. In the event no actions have occurred, the quarterly report will specify when the actions are anticipated and the basis for the delay. Quarterly reports cease when all treatment measures have been completed.
- B. A final report should be provided to FEMA, GOHSEP, the SHPO, and the ACHP that summarizes that all phases of the undertaking that have been completed.
- C. A copy of the quarterly reports and final report shall be made available to consulting parties should they request a copy from FEMA or GOHSEP.

VIII. IMPLEMENTATION OF THIS MEMORANDUM OF AGREEMENT


- A. This Agreement shall become effective immediately upon signature by all signatory parties. FEMA shall provide each signatory party with a complete copy of the Agreement including all signature pages.
- B. FEMA shall provide each consulting party with a complete copy of the Agreement including all signature pages.
- C. Upon execution, FEMA shall make the Agreement available to the public on the CRT website.
- D. Execution of this Agreement by all signatory parties and implementation by FEMA evidences that FEMA has taken into account the effects of the Undertaking on historic properties.

IX. RESOLUTION OF PUBLIC OBJECTIONS

- A. At any time during implementation of the measures stipulated in this Agreement, should an objection related to historic preservation be raised by a member of the public, FEMA shall take the objection into account. FEMA, in consultation with the SHPO, or ACHP where appropriate, shall take into account the objection and take appropriate actions. FEMA shall notify the objector, SHPO and ACHP as appropriate of the outcome of its actions.
- B. If FEMA determines that the objection cannot be resolved, FEMA shall forward to the ACHP all documentation relevant to the dispute, including FEMA's proposed resolution to the objection, and will request the recommendations of the ACHP, which shall have 15 calendar days to consider the matter and submit its recommendations to FEMA.
- C. Any ACHP recommendation provided in response to such a request will be taken into account by FEMA with reference only to the subject of the dispute.

SIGNATORIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By:  Date: 3/19/07

Name: James Stark

Title: Director, Louisiana Transitional Recovery Office

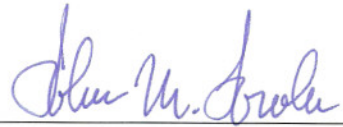
LOUISIANA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 3-19-07

Name: Pam Breaux

Title: State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 3/20/07

Name: John Fowler

Title: Executive Director

INVITED SIGNATORIES:

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

By:  Date: 19 March 07

Name: Colonel Thomas Kirkpatrick

Title: State Coordinating Officer

HOLY CROSS COLLEGE, INC. dba HOLY CROSS SCHOOL

By:  Date: 3/19/07

Name: William P. Chauvin

Title: Chairman of the Board

ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS

By:  Date: 3/19/07

Name: John L. Eckholdt

Title: Chief Financial Officer

APPENDIX A

Resource Name: St. Frances Xavier Cabrini and Redeemer Seton Campuses & St. Frances Xavier Cabrini Church

Resource Address: 5500 Paris Avenue & 1500 Prentiss Street, New Orleans, Louisiana 70122



**APPENDIX B
STIPULATIONS TIMELINE**

Stipulation	Section	Responsible Party	Task/Subtask	Initiation	Completion
Documentation of Cabrini Church (HABS /HAER)	II.A.1		Submit Final HABS/HAER Documentation of Cabrini Church	Upon Execution of MOA	Not to Exceed 82 Calendar Days
	II.A.1.b	FEMA	Develop HABS/HAER Specifications for Cabrini Church Documentation and Submit to SHPO for Review	Upon Execution of MOA	15 calendar days
	II.A.1.b	SHPO	Review/Comment on HABS/HAER Specifications for Cabrini Church Documentation	Upon Submittal of Specifications by FEMA	7 calendar days
	II.A.1.c	FEMA	Complete Cabrini Church HABS/HAER Documentation and provide HABS/HAER documentation to SHPO, Southeast Architectural Archives, and each of the Sub-grantees	Upon Approval of Specifications by SHPO	60 calendar days
Archive Cabrini Church Project Record	II.A.2		Archive Cabrini Church Project Research Materials	Upon Execution of MOA	Not to Exceed 29 Calendar Days
	II.A.2.b	FEMA	Contact Appropriate Archives to Determine Placement of Cabrini Church Project Records	Upon Execution of MOA	15 calendar days
	II.A.2.c	FEMA	Submit an archival agreement to SHPO for comment and approval	Drafting of Archival Agreement	7 calendar days

**APPENDIX B
STIPULATIONS TIMELINE**

Stipulation	Section	Responsible Party	Task/Subtask	Initiation	Completion
	II.A.2.c	SHPO	Review / Comment / Approve	Receipt of FEMA's Archival Agreement	7 calendar days
Development of Reuse Plan for Architectural Features	II.A.3		Develop and Approve a Reuse Plan for Church Architectural Features	Upon Execution of MOA	Not to Exceed 45 Calendar Days
	II.A.3.d	Holy Cross, the Archdiocese, and the Parish Corporation	Submit a written Reuse Plan to FEMA, SHPO and ACHP for review and written approval	Upon Execution of MOA	30 calendar days
	II.A.3.d	FEMA, SHPO, and ACHP	Review and comment on the submitted Reuse Plan	Submittal of the Reuse Plan	15 calendar days
	II.A.3.f	Archdiocese	Provide access to NTHP and/or FOC to conduct similar architectural studies	Upon Execution of MOA	15 calendar days
	II.A.3.f	NTHP and/or FOC	Complete studies of architectural features if they so chose	Upon Execution of MOA	30 calendar days
	II.A.3.g	Holy Cross	Make a determination regarding the viability of utilizing NTHP and/or FOC recommendations	Receipt of NTHP and/or FOC Recommendations	7 calendar days
Church Commemoration Plan	II.A.4.		Develop a Church Commemoration Plan	Upon Execution of MOA	Not to Exceed 22 Calendar Days

**APPENDIX B
STIPULATIONS TIMELINE**

Stipulation	Section	Responsible Party	Task/Subtask	Initiation	Completion
	II.A.4.a	Holy Cross	Develop and submit a plan to commemorate the current location of the Church sanctuary under the baldachino and altar to consulting parties	Upon Execution of MOA	15 calendar days
	II.A.4.b	Holy Cross, FEMA, SHPO, ACHP, consulting parties	Analyze Holy Cross' Commemoration Plan as part of the Reuse Plan in Stipulation II.A.4.b	Upon receipt of Commemoration Plan	7 calendar days
	II.A.4.b	Holy Cross	Take comments into consideration and incorporate the Church Commemoration Plan into the Reuse Plan as appropriate (Stipulation II.A.3.d)	Upon receipt of consulting party comments to Commemoration Plan	Immediately

