

1 **MEMORANDUM OF AGREEMENT**
2 **AMONG**
3 **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,**
4 **LOUISIANA STATE HISTORIC PRESERVATION OFFICER, AND**
5 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**
6 **REGARDING THE REDEVELOPMENT OF THE B.W. COOPER**
7 **PUBLIC HOUSING COMPLEX, LOCATED IN NEW ORLEANS, LOUISIANA**
8

9 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) will provide federal
10 funds to the Housing Authority of New Orleans (HANO) as partial funding for the redevelopment
11 of the B.W. Cooper Public Housing Complex (the Undertaking), that includes Public Housing
12 Capital Funds and Community Development Block Grant funds from the Louisiana Office of
13 Community Development's Road Home Program (from the Fiscal Year 2006 Department of
14 Defense Appropriations Acts, Pub. L. No. 109-148 (2005) and Pub. L. No. 109-234 (2006)); and
15

16 WHEREAS, HANO and its developer will apply for and use sources of non-federal financing to
17 carry out the Undertaking, including but not limited to Low Income Housing Tax Credits (LIHTC)
18 from the Louisiana Housing Finance Agency, per the Gulf Opportunity Zone Act of 2005 (Pub. L.
19 No. 109-135); and
20

21 WHEREAS, HUD is the "agency official" for the purposes of Section 106 compliance, as defined
22 at 36 CFR 800.2(a), and in accordance with regulations found at 24 CFR Part 50, "Protection and
23 Enhancement of Environmental Quality;" and
24

25 WHEREAS, HANO will enter into a Master Development Agreement with a qualified developer to
26 execute the Undertaking; the developer is to be chosen by HANO through a Request for
27 Qualifications process, and the developer will then have a long term role and responsibilities in the
28 implementation of this agreement; and
29

30 WHEREAS, the Undertaking as described below as a multi-phased redevelopment of B.W. Cooper
31 as follows:

32 A. B.W. Cooper, constructed in 1942 and 1954 is one of the largest public housing projects in the
33 City of New Orleans. The complex encompasses about twenty-four city blocks and is bounded by
34 Earhart Boulevard to the northeast, South Prier Street to the southeast, Martin Luther King, Jr.
35 Boulevard to the southwest, and South Dorgenois Street to the northwest.

36 B. The area of potential effects (APE) for B.W. Cooper Housing Development extends to seven
37 hundred-fifty (750) feet around the proposed project site. Where the boundary is interrupted by
38 South Broad Avenue and Earhart Boulevard, major roadways, the APE boundary is set at those
39 roadways. The APE also encompasses a portion of Martin Luther King, Jr. Boulevard.

40 C. Planned redevelopment for Phase I includes the development of a 410 unit mixed-income
41 redevelopment including 147 public housing/tax credit units, 7 public housing-only units, 133 tax
42 credit units, 123 market rate units and a 10,000 square foot community building.

1 D. Subsequent phases are proposed for redevelopment when the 303 units currently being used as
2 temporary relocation resources are slated for demolition. Present redevelopment goals include 250
3 additional rental and single family homeownership units as well as off-site housing and commercial
4 development.

5 WHEREAS, HUD has determined that the Undertaking is subject to review under Section 106 of
6 the National Historic Preservation Act (16 U.S.C. 470), and its implementing regulation, 36 CFR
7 800; and

8 WHEREAS, the signatories agree to accept the loss of the vast majority of the buildings at the
9 B.W. Cooper complex contingent upon the rehabilitation of the historic administration building and
10 a limited representative sample of residential buildings in proximity to the administration
11 building; and

12
13 WHEREAS, HUD has formally recognized the following organizations as “additional consulting
14 parties” per 36 CFR 800.2(c)(5): City of New Orleans (and the Historic Districts Landmarks
15 Commission), National Trust for Historic Preservation, Louisiana Landmarks Society, Preservation
16 Resource Center of New Orleans, and B.W. Cooper Resident Council; and

17
18 WHEREAS, the residents have been invited to participate in Section 106 consultation and have
19 expressed their preliminary views by correspondence, resolutions, or other means; and

20
21 WHEREAS, HUD has invited federally recognized Indian tribes to consult on this Undertaking,
22 and they have indicated their interest will be limited to ground disturbing activities that have the
23 potential to affect archaeological resources as identified in consultation with SHPO; and

24
25 WHEREAS, HUD has determined, in consultation with SHPO, that the Undertaking may cause
26 adverse effects to historic properties and that this agreement is the appropriate vehicle to mitigate
27 potential adverse effects; and

28
29 WHEREAS, HUD, in consultation with the SHPO, has delineated the APE, which is presented in
30 narrative and graphical form in Appendix A, subject to appropriate modifications necessitated by
31 the implementation of off-site housing; and

32
33 WHEREAS, HANO and the developer have informed the consulting parties that off-site
34 development of rental housing related to this Undertaking is expected to occur in areas beyond the
35 APE; and

36
37 WHEREAS, HUD has invited HANO, as the recipient of federal funds, to sign this agreement as
38 an “invited signatory” per 36 CFR 800.6(c)(2) since it has responsibilities under this agreement;
39 and

40
41 WHEREAS, the developer will not have been confirmed at the time of the signing of this
42 agreement; however, when the developer is contracted, HANO will legally bind the developer in
43 the Master Development Agreement to fully comply with the provisions of this agreement; and
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1 WHEREAS, only the “signatories” and “invited signatories” have rights to seek amendments or
2 termination of this agreement; and
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4 WHEREAS, HUD has invited the National Trust for Historic Preservation, Louisiana Landmarks
5 Society, Preservation Resource Center of New Orleans, and the B.W. Cooper Resident Council to
6 sign this agreement as “concurring parties,” per 36 CFR 800.6(c)(3); and
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8 WHEREAS, HUD has identified, through consultation with the SHPO, ACHP, consulting parties,
9 and the public, that the APE contains the following properties eligible for or listed in the National
10 Register of Historic Places: B.W. Cooper Public Housing Complex (eligible under Criterion A for
11 historical association), Booker T. Washington Senior High School; and
12

13 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
14 parties, and the public, that reasonable and good faith efforts to carry out appropriate
15 identification/evaluation of historic properties regarding the on-site redevelopment have been
16 completed; and
17

18 WHEREAS, HUD will allow HANO and the developer to coordinate the proposed off-site program
19 in a phased approach with the terms of this agreement (as noted below) and as the regulations allow
20 at 36 CFR 800.4(b)(2) and 800.5(a)(3); and
21

22 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
23 parties, and the public, that the redevelopment may pose adverse effects to historic properties in the
24 APE for the following reasons: demolition of existing on- and off-site structures; ground
25 disturbance; new construction; possible stabilization and rehabilitation of certain on- and off-site
26 structures; temporary traffic congestion and construction noise; and
27

28 WHEREAS, the roles and responsibilities of each of the consulting parties is clarified in the terms
29 of this Agreement since there is a need for ongoing post-Agreement reviews; and,
30

31 WHEREAS, this agreement will be appended as a requirement to the Master Development
32 Agreement entered into between HANO and the developer of the property.
33

34 NOW, THEREFORE, HUD, SHPO, and ACHP agree that the proposed Undertaking will be
35 implemented in accordance with the following stipulations in order to take into account the effects
36 of the proposed undertaking on historic properties.
37

38 STIPULATIONS

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40 HUD, in consultation with HANO and the selected developer, shall ensure that the measures in this
41 agreement are carried out.
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1 **I. ROLES AND RESPONSIBILITIES**
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3 A. HUD’s Office of Public and Indian Housing: As the Section 106 agency official, it is legally
4 responsible for the Undertaking and for oversight of HANO to ensure compliance with this
5 agreement.
6

7 B. HANO: As the recipient of federal funds, it is responsible for completion of the project,
8 including oversight of the developer. Although HANO is under HUD receivership, HANO
9 remains a separate and distinct legal entity.
10

11 C. The developer: Upon execution of the Master Development Agreement, it shall be responsible
12 for development of the master plan, all construction activities, and acquisition of financing.
13

14 D. SHPO: When HUD and HANO request that SHPO review a finding or determination regarding
15 identification and evaluation of historic properties affected, SHPO shall respond within 30 days.
16 Based on the phased submittals of HUD and HANO’s identification and evaluation of historic
17 properties, the SHPO will be responsible for consulting with and providing technical assistance to
18 HANO and the developer consistent with the terms of this agreement. Due to both the large scale
19 of this undertaking and HUD and HANO’s desire to expedite the Section 106 consultation with
20 SHPO, HUD and HANO will consult with SHPO on means to facilitate such consultation including
21 SHPO partnering with HUD.
22

23 E. ACHP: The ACHP will provide oversight, advise on disputes, and determine whether the terms
24 of this agreement are being met.
25

26 F. Consulting parties: The consulting parties, which includes the Resident council, are responsible
27 for commenting and advising HUD and HANO on the determinations to be made in the
28 implementation of this agreement.
29

30 G. The public: It has a right to participate in the development of the master plan and to provide
31 comment as appropriate.
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34 **II. ELEMENTS UNIQUE TO THE B.W. COOPER HOUSING DEVELOPMENT**

35 A. HANO and the Developer will preserve and reuse the administration building along with a
36 limited representative sample of residential buildings selected by HANO and the Developer and
37 concurred on by the ACHP and SHPO as part of the Master Plan Development, in accordance with
38 the Stipulation of the Master Plan. The buildings will be immediately secured and plans for
39 rehabilitation and reuse will be implemented concurrent with the Phase I new construction
40 activities for on-site development.

41 B. HANO and the Developer will coordinate the demolition of the 303 transitional units
42 currently used for temporary housing with the approval and implementation of subsequent phases
43 of new construction as set forth in the Master Plan.

1 C. HANO and the Developer will coordinate with local entities responsible for the management
2 and rehabilitation of the Booker T. Washington High School so that this historic property is
3 interpreted, as appropriate, in the preparation of exhibition materials for B.W. Cooper.

4 D. The Developer will focus on stabilizing the existing residential neighborhood adjacent to
5 B.W. Cooper and within the Central City Historic District, by identifying properties for use as
6 off-site affordable housing.
7

8 E. HANO and the Developer will coordinate the implementation of rehabilitation, demolition, and
9 new construction activities outlined in the Master Plan to ensure that time is allowed for
10 consultation with residents regarding the collection of historical information and documentation
11 needed to properly interpret the history and significance of the B.W. Cooper complex.
12
13

14 **III. MASTER PLAN DEVELOPMENT**

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16 A. As part of the development of the master plan, the developer will integrate the following
17 historic preservation principles into the program:
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- 19 1. Thorough analysis of rehabilitation of certain existing buildings, including the
20 administration building and a limited representative sample of residential buildings in
21 proximity to the administration building, to meet the programmatic needs for non-
22 residential uses.
23
- 24 2. Retention of landscaping which defines the housing sites, where possible.
25

26 B. HUD, HANO and the developer will involve the consulting parties, residents, and the public in
27 the development of the master plan. HUD and HANO will take into account the input of the
28 parties and document their analysis of the input.
29

30 C. In the event that HANO and the Developer determine to explore retention of additional units
31 that would not necessitate reprocessing the tax credit application, they will notify and consult
32 with consulting parties as part of the Master Plan process.
33

34 **IV. DOCUMENTATION**

35
36 A. HABS: In consultation with SHPO, HANO will select a representative number of buildings to
37 be documented per a Level II Historic American Buildings Survey (HABS). In accordance with
38 Appendix B, HANO will submit Level II HABS documentation on the B.W. Cooper property to
39 the HABS Division of the National Park Service (NPS) for review and acceptance. Within 150
40 days of execution of this agreement, the NPS-accepted HABS documentation for selected
41 properties will be submitted in final form as follows: original photograph negatives, archival
42 photographs, architectural drawings, and written data will be provided to the HABS Collection of
43 the Library of Congress; two sets of archival photographs, architectural drawings, and written
44 documents will be provided to the SHPO (for deposit with SHPO records and the Louisiana State
45 Archives).

1 B. Exhibit: HANO and the developer will consult with B.W. Cooper residents, SHPO, ACHP,
2 additional consulting parties, and the public to develop and complete an oral history project and
3 historic as well as archaeological exhibit for display on site incorporating oral and narrative
4 histories, documents, illustrations, or other artifacts. The scope of work for this effort will be
5 developed in consultation with SHPO. Consideration will be given to contracting with a local
6 college/university to execute these projects. Distribution of the final written and graphical products
7 will also be a subject of this consultation in which all the parties will be invited to participate. This
8 exhibit will be completed by December 31, 2010.

9
10
11 **V. PROFESSIONAL QUALIFICATIONS**

12 HANO and the developer will hire or retain a design professional with previous experience
13 working with historic preservation and historic architecture to provide technical assistance, as
14 needed, during the preliminary design development phase, and in response to comments HANO or
15 the developer receives from the consulting parties regarding the design for new construction and
16 the scope of work for rehabilitation activities outlined in the Master Plan for the complex.

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20 **VI. ON-SITE DESIGN DEVELOPMENT**

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22 A. The site plan for new development on the cleared site will be consistent with the Master Plan
23 developed under Stipulation III.

- 24
25 1. The Master Plan will incorporate existing landscape elements that do not
26 compromise an efficient layout and reuse of the site.
27 2. HANO and the developer will provide to all consulting parties a written summary
28 describing how new construction will be phased, and what activities will be
29 included within each phase.
30 3. HANO and the developer will provide plans illustrating/depicting the design
31 prototypes to be used for the new construction on site and specify where each design
32 will be located throughout the site plan.
33 4. The plans for the rehabilitation of the administration building and a limited
34 representative sample of residential buildings to be selected as part of the Master
35 Plan development will be carried out concurrent with new on-site development.

36
37 B. Consistent with the Master Plan, HANO and the developer will design new construction and
38 develop rehabilitation plans that are responsive to the Secretary of the Interior's Standards and the
39 *Louisiana Speaks: Pattern Book*. The developer will provide to the SHPO for review and comment
40 design elevations and proposed siting of all prototype residential structures to be used within the
41 site.

42
43 C. Demolition and Salvage:

- 44
45 1. Upon securing a representative number of buildings for recordation of the complex
46 as determined in consultation with SHPO in accordance with Stipulation IV, HANO

1 and the Developer may proceed with the demolition of all units with the exception
2 of the designated buildings for recordation, administration building and a limited
3 representative sample of residential buildings as described in the Master Plan.

- 4 2. HANO and the developer will secure the buildings that are to be retained on-site
5 during demolition and new construction and ensure that unanticipated damage by
6 contractors will be avoided.
- 7 3. Prior to demolition, HANO and the developer will consult with SHPO on the
8 feasibility of instituting a timely and cost-effective salvage plan to identify, retrieve,
9 and move historic building materials (e.g., windows, doors, bricks, etc.) for reuse in
10 other local rehabilitation projects.

11
12 D. The design review process for all on-site development, including new construction and
13 rehabilitation, will provide for the review of schematic plans, preliminary plans, and final drawings
14 by the consulting parties and the public:

- 15
16 1. HANO and the developer will convene a public meeting, post appropriate documents
17 on the web, and make them available at local venues, so that consulting parties,
18 Resident Council, evacuees, and the general public have the opportunity to provide
19 comments and recommendations.
- 20 2. HANO and the developer will make the documents available for a minimum of 30
21 days for comment, after which HANO and the developer will summarize comments
22 received and advise the parties to this agreement of changes that HANO and the
23 developer have made.
- 24 3. HANO and the developer shall submit final plans to the SHPO based on the
25 foregoing process for review and comment prior to the initiation of construction.

26 27 28 **VII. OFF-SITE AFFORDABLE HOUSING DEVELOPMENT**

29
30 A. Goals for off-site affordable housing development:

- 31
32 1. The developer will seek to mitigate adverse effects on adjacent neighborhoods in the
33 vicinity of the B.W. Cooper complex, by focusing off-site acquisition efforts on vacant sites
34 and blighted properties located within these neighborhoods.
- 35
36 2. SHPO will assist HANO and the developer with seeking state and federal tax credits for
37 the rehabilitation of historic buildings if appropriate. The developer will explore with
38 SHPO opportunities to maximize the use of these incentives by clustering in-fill new
39 construction and rehabilitation projects.

40
41 B. HANO and the developer will ensure that the identification and evaluation of parcels acquired
42 for off-site housing will be completed in phases prior to determining which alternative (e.g.
43 rehabilitation, in-fill, demolition, conveyance) will be used to provide affordable housing on the
44 site.

1 C. HUD will ensure that HANO and the developer will not acquire properties from property
2 owners who, with intent to avoid the requirements of Section 106, have intentionally significantly
3 adversely affected a historic property.
4

5 D. In order to expedite the review of the off-site program, HANO and the developer will develop
6 written protocols on activities listed below with the SHPO to standardize reviews, to be shared with
7 consulting parties. These protocols will address:
8

- 9 1. Stabilization of structures awaiting rehabilitation.
- 10 2. Identification of property types, activities, or geographical areas exempt from review.
- 11 3. Analysis of alternative treatments.
- 12 4. Identification of demolition and site clearance procedures.
- 13 5. Development of a salvage plan if appropriate based on Stipulation VI.C.3, prior to
14 demolition.
- 15 6. Coordination of related site improvements in historic districts, e.g., parking.
- 16 7. Coordination of historic reviews.
17

18 E. Rehabilitation of historic buildings for off-site housing will adhere to the Secretary of the
19 Interior's Standards for Rehabilitation to the maximum extent feasible. If HANO and the
20 developer determine that it is not feasible to adhere to the Standards, they will submit alternative
21 treatments to the SHPO for review and comment. If the SHPO concurs with designs that do not
22 meet the Standards, HANO, the developer, and SHPO will execute a letter agreement that will be
23 filed with HUD and the ACHP prior to project implementation. Such agreements will explain why
24 the Standards could not be met.
25

26 27 **VIII. ARCHAEOLOGY** 28

29 A. All archaeological surveys and monitoring conducted pursuant to this Agreement, as well as
30 any treatment plans for archaeological resources developed pursuant to this Agreement, will be
31 carried out by or under the oversight of a person meeting the professional qualifications for
32 Archeology under "The Secretary of the Interior's Professional Qualification Standards" (48 Fed.
33 Reg. 44,716 (Sept. 29, 1983)). Reviews will be documented by the professional making the
34 review.

35 B. For on-site work, HANO and the developer will consult with SHPO to develop a research
36 design for a Phase I archaeological survey in the immediate area of proposed ground disturbance.
37 Based on the results of the survey, HANO and the developer will take all necessary steps to achieve
38 Section 106 compliance.
39

40 C. For off-site work, HANO and the developer will provide SHPO with a map and addresses of
41 properties for the development of off-site housing. The SHPO and the developer will create a
42 written protocol for selecting a representative sample of the off-site properties. The development
43 of the selected properties will be monitored by an archaeologist to determine if archaeological sites
44 are present. If a site is discovered, work will cease until the SHPO, HANO and the developer agree
45 on a plan for determining the National Register eligibility of the site, and determining what, if any,
46 further archaeological testing is appropriate.

1 D. In the event that archaeological investigations, on- or off-site, uncover archaeological sites that
2 are eligible for listing on the NRHP or have religious and cultural significance to Indian tribes,
3 HUD/HANO/developer will consult with SHPO and conduct any necessary additional
4 investigations to achieve Section 106 compliance with regards to those archaeological sites,
5 including the development of an archaeological mitigation plan, as appropriate. Such consultation
6 with SHPO may also involve one or more tribes, as appropriate.
7

8 E. HUD shall ensure that all draft and final archaeological reports resulting from actions pursuant
9 to this agreement will be prepared in accordance with the SHPO's *Section 106 Investigations and*
10 *Report Standards*. All draft reports will be completed and provided to the SHPO within 90 days of
11 the completion of the archaeological investigations for review and comment. The SHPO will be
12 afforded 30 days to review and comment on all submissions. Upon comment from HUD and
13 SHPO, a final report will be produced. The on-site archaeological investigations and off-site
14 investigations will not be incorporated into a single final report.
15

16 F. HUD shall ensure that HANO will curate all archaeological materials collected and all
17 associated documentation in accordance with applicable state regulations. Artifacts and associated
18 records shall be curated with the Louisiana Division of Archaeology to ensure retention and care of
19 the collections and to provide access to these materials for future research.
20

21
22 **IX. DURATION**
23

24 A. This agreement shall be considered in effect as of the date of the last signature by the
25 "signatories" and/or "invited signatories." HUD will file a signed copy with the ACHP.
26

27 B. It is anticipated that this project will take place in multiple phases. As long as any phase of this
28 project is still underway, the agreement shall remain in effect.
29

30
31 **X. POST-REVIEW & UNANTICIPATED DISCOVERIES**
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33 HANO and the developer will comply with the Louisiana Unmarked Human Burials Act in the
34 event that human remains are discovered. HANO and the developer shall notify HUD, SHPO,
35 ACHP, and the tribes (if appropriate) within 48 hours if it appears that the Undertaking may affect
36 a previously unidentified property that may be eligible for inclusion in the National Register or
37 affect a known historic property in an unanticipated manner. HANO and the developer will stop
38 construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize
39 harm to the property until HUD concludes consultation. If the newly discovered property has not
40 previously been included in or determined eligible for the National Register, HANO and the
41 developer may assume that the property is eligible for purposes of this agreement or may request
42 that HUD assess the National Register eligibility of the property. HANO and the developer shall
43 include information regarding their proposed actions to resolve any adverse effects resulting from
44 the discovery in their notice and shall provide a notice of the discovery to the additional consulting
45 parties if requested by the SHPO. The ACHP will not participate in the review of HANO and the
46 developer's proposed actions unless ACHP's participation is requested by HUD, SHPO, or tribes

1 (if they are participating). If the SHPO or tribes (if they are participating) do not object to HANO
2 and the developer's recommendations within 48 hours, HUD will require HANO and the developer
3 to modify the scope of work, as necessary, to implement the recommendations. HUD will take into
4 account any timely objection by the SHPO and tribes (if they are participating) and authorize
5 HANO and the developer to carry out appropriate actions. This process to resolve any adverse
6 effects arising from a post-review discovery has been developed pursuant to 36 CFR §800.13(a)(2)
7 and all actions in conformance with this process will satisfy HUD's responsibilities under Section
8 106 and 36 CFR Part 800. HANO and the developer shall provide HUD, SHPO, tribes (if they are
9 participating), and any other party that participated in the review of this discovery, with a report of
10 the actions taken pursuant to this stipulation within 90 days after their completion.
11
12

13 **XI. MONITORING AND REPORTING**

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15 Beginning 6 months after the execution of this agreement and every 6 months thereafter, until it
16 expires or is terminated, HANO and the developer shall provide all consulting parties to this
17 agreement with a summary report detailing work undertaken and work planned for the upcoming 6
18 months pursuant to its terms. A meeting shall be held annually with HUD, HANO, the developer,
19 and the consulting parties in conjunction with the six-month report provided in January of each
20 year, starting in 2008. The report shall also include any proposed scheduling changes, significant
21 problems encountered dealing with historic properties, and significant disputes and objections
22 received concerning efforts to carry out the terms of this agreement. The report may include
23 recommendations regarding amendments that would assist in the implementation of this agreement.
24 Failure to provide such summary report may be considered noncompliance with the terms of the
25 agreement pursuant to Stipulation XIV. Reports will also be filed at HANO and will be available
26 for public review upon request.
27
28

29 **XII. DISPUTE RESOLUTION**

30
31 A. Should any of the signatories object to the manner in which the terms of this agreement are
32 implemented or, within the specified time frames, to any plans prepared for the Undertaking that
33 are subject to review pursuant to the agreement, HUD will consult further with the objecting party
34 to resolve their concerns. If HUD determines that such objection cannot be resolved, HUD will
35 forward all documentation relevant to the dispute to the ACHP including its proposed response to
36 the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP will
37 either:
38

- 39 1. Advise HUD that it concurs with their proposed response, whereupon HUD will respond to
40 the objection accordingly; or
- 41
42 2. Provide HUD with recommendations, which it will take into account in reaching a final
43 decision regarding the dispute; or
- 44
45 3. Notify HUD that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on
46 the subject in dispute. Any ACHP comment provided in response to such a request will be

1 taken into account by HUD in accordance with 36 CFR 800.7(c)(4) with reference only to
2 the subject of the dispute, and HUD's responsibility to carry out all actions under this
3 agreement that are not the subject of the dispute will remain unchallenged.
4

5 B. If the ACHP fails to provide recommendations or to comment within 30 days, HUD may
6 authorize HANO and the developer to implement that portion of the Undertaking subject to dispute
7 under this Stipulation in accordance with any documentation as submitted and as amended by
8 HUD.
9

10 C. Any recommendation or comments provided by the ACHP will be understood to pertain only to
11 the subject of the dispute, and the responsibility of HUD to carry out all actions under this
12 agreement that are not the subject of the dispute will remain unchanged.
13

14 D. Any consulting party may also seek resolution of a dispute concerning this agreement by
15 notifying HUD or SHPO, and the ACHP as appropriate.
16
17

18 **XIII. PUBLIC INVOLVEMENT**

19

20 A. Public Notification: HANO and the developer will ensure that the public – especially displaced
21 public housing residents – are apprised regularly on the progress of the project and receive
22 notifications of meetings through a variety of media, including newspaper advertising, internet
23 postings, or direct mail.
24

25 B. Public Objections: Any member of the public objecting to the execution of any terms or plans
26 resulting from this agreement may seek resolution by notifying SHPO or HUD, and ACHP as
27 appropriate.
28
29

30 **XIV. AMENDMENTS & NONCOMPLIANCE**

31

32 A. If any of the signatories or invited signatories to this agreement determines that its terms cannot
33 be carried out or are not being carried out, or that any amendment to its terms must be made, that
34 party shall immediately consult with the other signatories to develop an amendment to this
35 agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).
36

37 B. Notwithstanding any provisions in this agreement, stoppage of work in furtherance of the
38 undertaking shall be necessary during the following situations only: (1) pursuant to Stipulation X
39 concerning post-review unanticipated discoveries; or (2) after a Termination pursuant to Stipulation
40 XV.
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1 **XV. TERMINATION**

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3 A signatory or invited signatory may terminate this agreement only (1) after the signatories engage
4 in a consultation set out in Stipulation XIV lasting no less than 30 days; and (2) after one of the
5 three following circumstances occur: (a) one of the signatories determines that compliance with the
6 agreement is impossible as a result of unforeseen or unforeseeable circumstances; or (b) one of the
7 signatories determines that one of the other signatories is not complying with the terms of the
8 agreement; or (c) one of the signatories determines that an unforeseen and significant modification
9 of the undertaking altering the effects on historic properties in a negative fashion has occurred, the
10 signatories cannot agree on how to resolve consequential and potential adverse effects, and one of
11 the signatories decides to terminate consultation pursuant to 36 CFR 800.7(a). Within 30 days
12 following termination, HUD shall notify the signatories and consulting parties if it will initiate
13 consultation to execute a subsequent agreement with the signatories under 36 CFR 800.6(c)(1) or
14 request the comments of the ACHP under 36 CFR 800.7(a) and proceed accordingly.
15

1 EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms by
2 HUD evidences that it has taken into account the effects of this Undertaking on historic properties
3 and afforded the ACHP an opportunity to comment.
4

5 SIGNATORIES:

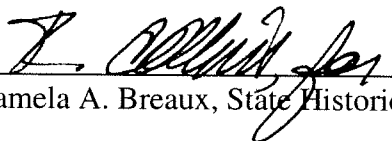
6
7 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
8

9
10  Date: 07.20.07
11 Orlando J. Cabrera, Assistant Secretary, Public and Indian Housing
12

13 ADVISORY COUNCIL ON HISTORIC PRESERVATION
14

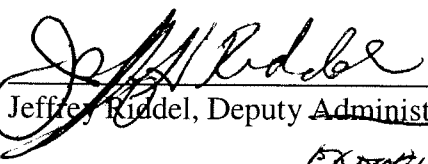
15  Date: 7/23/07
16 John M. Fowler, Executive Director
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19 LOUISIANA DIVISION OF HISTORIC PRESERVATION, DEPARTMENT OF CULTURE,
20 RECREATION & TOURISM
21

22  Date: 7-6-07
23 Pamela A. Breau, State Historic Preservation Officer
24
25

26
27 INVITED SIGNATORY:

28
29 HOUSING AUTHORITY OF NEW ORLEANS
30

31  Date: 7/20/07
32 Jeffrey Riddel, Deputy Administrative Receiver
33
34 *EXECUTIVE ADMINISTRATOR*

1 CONCURRING PARTIES:

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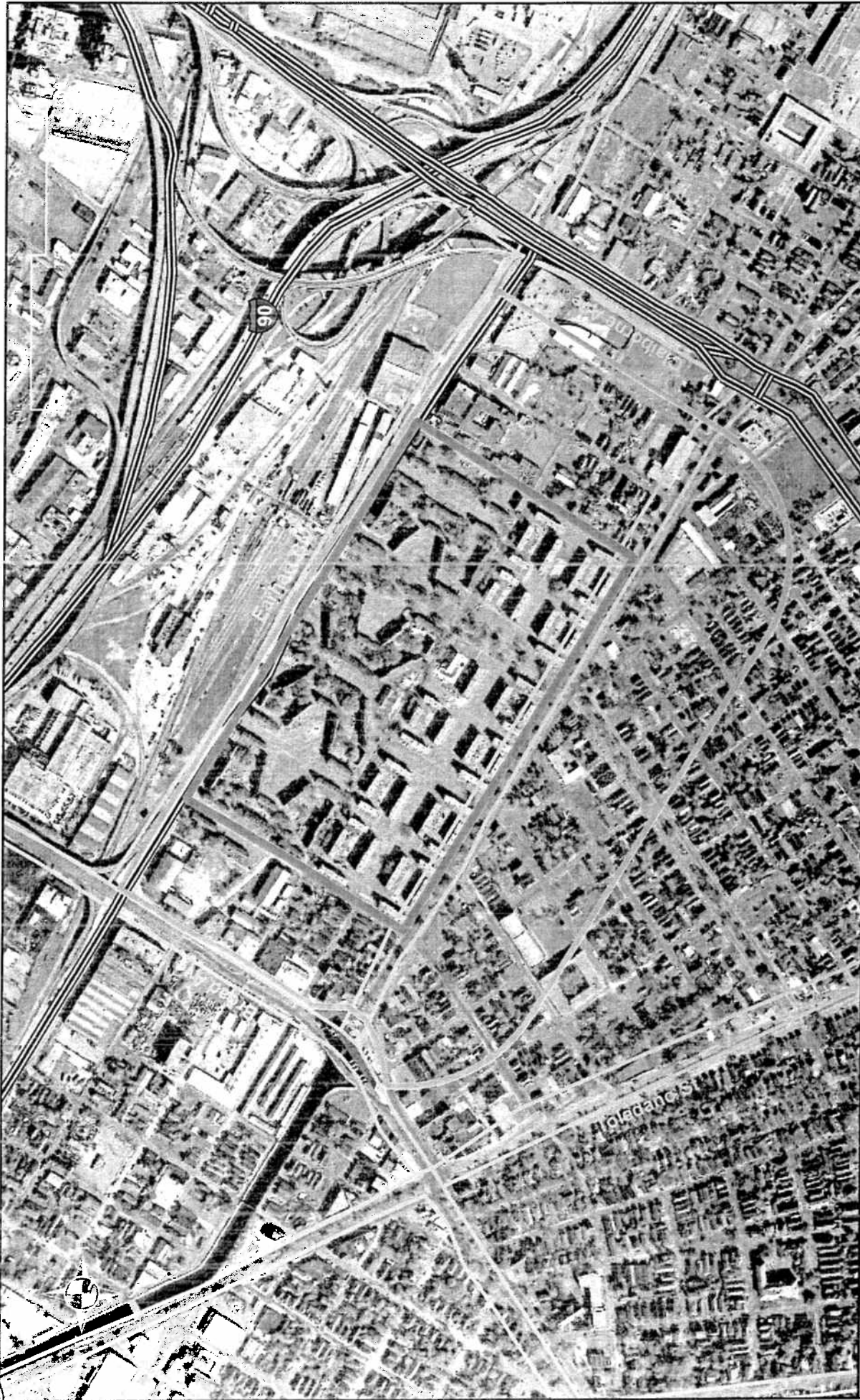
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APPENDIX A: AREA OF POTENTIAL EFFECTS



project no	15-060166
designed	j chimento
reviewed	t dodd
date	06.04.07

Legend

-  B. W. Cooper Housing
-  Area of Potential Effect (APE)

The APE was established around the proposed area following NEPA guidance under 24 CFR 58. It extends to seven hundred-fifty (750) feet around the proposed project site. Where the boundary is interrupted by a major roadway, the APE boundary is set at that roadway.

Housing Authority of New Orleans
 B. W. Cooper Development
 Orleans Parish, Louisiana



APPENDIX B: HABS STIPULATIONS

Level II HABS documentation will be completed on buildings selected by HANO in consultation with SHPO.

Photography and photographic development will be executed in compliance with HABS standards. The following standards will also apply:

- Each photograph will clearly note the building documented according to its HANO-designated building number.
- Each of the four elevations of the buildings selected will be photographically documented; in cases where the rear façade is obscured by foliage, an additional photograph of the rear façade of a building of the same type will be included. When possible, other objects (such as automobiles) will be excluded from photographs.
- The three variant roof styles of each building type will be documented in photographs.
- All exterior details for each building will be documented, including (but not necessarily limited to) windows, doors, vents, chimneys, canopies, iron work, plaques, cornerstones, etc.
- A sample apartment interior will be documented. Variations in interior details, such as fireplaces, mantels, staircases, etc., will be documented individually.
- The documentation will include streetscape and other site photographs in order to provide a contextual understanding of the site. This includes site details such as original fencing and laundry lines/poles.

In addition to the photographic documentation of the existing buildings, the following are also required:

- A site plan noting HANO-designated building numbers, building types, and roof styles. This information may be keyed on a single plan sheet, provided that the information is clearly presented.
- A complete history of the B.W. Cooper Public Housing Complex, including historic photographs. A timeline of the modernization of the development would be a useful addition, if available.
- A complete indexed set of existing historic drawings.
- A history of the development of the area prior to the housing development's construction, which will provide a context for understanding the neighborhood and the impact of the construction of the B.W. Cooper Redevelopment.