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Executive Orders

EXECUTIVE ORDER

Executive Order DCT 81-2

WHEREAS, it is incumbent upon the Governor of Louisiana to promote reduced energy consumption in state-owned and state-leased buildings, not only to reduce expenditures for energy costs in the state's operating budget, but also to provide an example of energy conservation to the people of Louisiana; and

WHEREAS, the responsibility for the conservation of energy in such buildings is poorly defined despite being placed within the jurisdiction of the Department of Natural Resources by the Natural Resources and Energy Act of 1973; and

WHEREAS, a coordinated, statewide effort to encourage reduced energy consumption in such buildings is badly needed and should be administered equitably among the departments of state government; and

WHEREAS, the Division of Administration of the Office of the Governor is responsible for administering capital construction and maintenance of state-owned buildings and for the acquisitions of space in state-leased buildings;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of the State of Louisiana, by authority of the powers vested in me by the Constitution and applicable statutes of Louisiana, do hereby order the following:

The Division of Administration shall be responsible for directing the review of energy utilization in state-owned and state-leased buildings, for the evaluation of energy conservation practices established within the state agencies, for directing the implementation of the energy conservation policy for the State of Louisiana; it shall establish and administer such guidelines as required to accomplish these objectives.

For the purposes of implementing reduction of energy use in all state buildings, all state department secretaries shall appoint one person to be responsible for energy conservation (preferably the Chief Operating Engineer in larger multiple occupancy buildings.) The department secretary will notify the Division of Administration of the responsible individual(s) name, mailing address, phone number and building(s) he is responsible for within 15 days of the date of this order.

All departments of state government shall provide information, and implement energy use reduction actions as directed by the Division of Administration.

The Division of Administration may enlist other departments to aid in implementing this directive and to aid in development of programs, and actions for legislative approval to further reduce energy use in state buildings both short-range and long-term.

The Division of Administration will conduct a statewide review of energy use and cost in state buildings. A consolidated annual report will be submitted to the Governor and to the Natural Resources Committees of the House and Senate.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 11th day of March, A.D., 1981.

David C. Treen
Governor of Louisiana

EXECUTIVE ORDER

Executive Order DCT 81-3

WHEREAS, during my administration, Louisiana has significantly increased opportunities for women to participate in the political process; and

WHEREAS, increasing the representation and participation of women as cabinet members and members of boards and commissions has helped to accomplish that end; and

WHEREAS, there continues to be a need for a method to recommend qualified women for responsible positions; and

WHEREAS, the continuation of a Louisiana Task Force for the Talent Bank of Women would help to fill that need, and the staff of the Women's Advocacy Bureau is capable of maintaining and administering the files of the Talent Bank of Women; and

WHEREAS, the important work of the Task Force for the Talent Bank of Women fully deserves renewed emphasis and revitalization in order to continue to provide benefits to all Louisianians;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of Louisiana, by virtue of the authority vested in me as Governor, pursuant to the Constitution and applicable statutes of the State of Louisiana, do order as follows:

The reauthorization and continuation of the Louisiana Task Force for the purpose of assisting in the development of identifying qualified women for responsible positions on boards and commissions.

The Task Force shall assist the Women's Advocacy Bureau in the work of Talent Bank of Women.

The Task Force shall secure information concerning needs and opportunities and shall organize meetings for the purpose of this program.

The Task Force shall be headed by a chairman, a coordinator and twenty members appointed by the Governor, and who will serve without pay or other compensation. The coordinator shall select a working staff to assist the Task Force in the performance of these duties.

The Task Force shall continue under its present bylaws and rules of procedures for its operations.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 19th day of March, A.D., 1981.

David C. Treen
Governor of Louisiana

Rules

RULE

Department of Agriculture Dairy Stabilization Board

On recommendation of the Louisiana Dairy Stabilization Board, the Commissioner of Agriculture has adopted the following rule:

"Meeting Competition and Price Discrimination"

Sellers of dairy products in commerce shall not discriminate in price or service against buyers or between territories.

Before any seller sells or contracts to sell any dairy products in commerce at prices or with services less than the seller's prevail-

ing price or less than the price or service exacted by said seller elsewhere in Louisiana for the purpose of meeting competition, said seller shall submit said price designed to meet competition to the Board before offering or granting same, or as soon as is possible.

Upon verification of the existence of the competition that the above referred to seller is desirous of meeting the Board shall issue an approval for meeting same.

C. James Gelpi
Director-Attorney

RULE

**Department of Agriculture
Fertilizer Commission**

The Louisiana Department of Agriculture, Fertilizer Commission, pursuant to the authority contained in LSA 3:1312 and in accordance with Notice of Intent published on March 20, 1981, adopted Rules and Regulations governing the administration of the fertilizer regulatory program at a public hearing held on April 7, 1981, at 10:00 a.m. at the State Capitol, Baton Rouge, Louisiana. They may be viewed at the office of Mr. Barby Carroll, Harry D. Wilson Building, 223 L.S.U., Corner of Highland and the South Stadium or at the Department of the State Register, 1500 Riverside North, Baton Rouge, Louisiana 70804.

Bob Odom
Commissioner of Agriculture

RULE

**Department of Agriculture
Seed Commission**

The Louisiana Department of Agriculture, Seed Commission, pursuant to the authority contained in LSA 3:1433 and in accordance with Notice of Intent published on March 20, 1981, has adopted the following Rules and Regulations at a public hearing held on April 8, 1981, at 10:00 a.m. in House Committee Room 5 of the State Capitol, Baton Rouge, Louisiana:

Rules

Section I of Regulation 1 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

* * * *

Section I of Regulation 2 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

* * * *

Section I of Regulation 10 was amended to read as follows:

“Application for certification of seed rice shall be made on or before July 15 of each year on forms to be provided by the Department.”

* * * *

Section I of Regulation 16 was amended to read as follows:

“Application for certification of wheat seed shall be made on or before April 15 of each year, on forms to be provided by the Department.”

Subsection C of Section I of Regulation 29 was amended to read as follows:

“C. “Lot” shall mean the permanent identity given to a certain quantity of seed entered for certification, which is uniform

in its quality and has been field inspected and found to meet the field standards for its class of certified seed.”

* * * *

Subsection A of Section IV of Regulation 29 was amended to read as follows:

“A. Before any seed sold as certified seed leaves the premises of the certified grower or processor of certified seed, each bag must be tagged and the lot numbers on the certified tags must conform to the lot numbers already marked on the bags.”

* * * *

Subsection A of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

“A. A grower of certified seed shall submit an application fee of \$10.00 per crop for the first variety, and an application fee of \$2.50 for each additional variety. A grower of certified seed shall pay a fee of \$100.00 for each crop kind application submitted after the filing date established in the applicable certified seed regulations for each crop kind.”

* * * *

Subsection C of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

C. A person shall pay for laboratory services as follows:

- | | |
|-------------------------------------|------------|
| 1. Laboratory fees - Certified Seed | Per Sample |
| Germination | \$1.50 |
| Purity | \$1.50 |
- For uncleaned seed, the fee for germination is \$2.00 per sample. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|---------------------------|------------|
| 2. Laboratory fees | |
| Service Seed (Small Seed) | Per Sample |
| Germination | \$3.50 |
| Purity | \$4.00 |

For each sample of a mixture of small seed, if it can be separated, the fee for germination is \$5.00 and for purity is \$6.00. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|---------------------------|------------|
| 3. Laboratory fees - | |
| Service Seed (Large Seed) | Per Sample |
| Germination | \$3.00 |
| Purity | \$3.00 |

For each sample of a mixture of large seed, if it can be separated, the fee for germination is \$4.00 and for purity is \$4.00. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|-------------------|------------|
| 4. Vigor Tests | Per Sample |
| Accelerated Aging | \$10.00 |
| Tetrazolium | |
| Small Seed | \$8.00 |
| Large Seed | \$6.00 |
| Texas Cool Test | \$5.00 |
| Cold Test | \$5.00 |

- | | |
|---|--|
| 5. Laboratory fees - Special Requests for Purity Analysis on Uncleaned Seed, Either Certified or Service Seed: Fee per sample is double that rate for cleaned seed. | |
|---|--|

* * * *

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection D, to read as follows:

“D. Collecting Service Seed Samples:

Upon request, service samples will be collected by authorized seed inspection personnel; however, said samples collected shall not exceed five per year for each individual, firm, or corporation.”

* * * *

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection E, to read as follows:

"E. A grower of certified seed shall pay a fee of six cents per tag required for all certified seed sold by the grower."

* * * *

The Certified Seed Regulation Governing Certification of Seed Rice in Bulk, adopted by the Commission, on October 20, 1979, was repealed in its entirety.

Bob Odom
Commissioner of Agriculture

RULE

**Department of Commerce
Office of Financial Institutions**

Under authority granted by R.S. 6:902B, the Commissioner of Financial Institutions hereby amends the following sections of a rule pertaining to Renegotiable Rate Mortgages that was published on pages 720 and 721, Volume 6, Number 12, *Louisiana Register* dated December 20, 1980.

Rule

On December 20, 1980, the Commissioner of Financial Institutions published a rule on pages 720 and 721, Volume 6, Number 12, *Louisiana Register*, authorizing State Chartered Savings and Loan Associations to make, purchase, and participate in Renegotiable Rate Mortgage Instruments authorized Federal Associations by Federal Home Loan Bank Board Regulation 545.6-4a. On September 30, 1980 and December 4, 1980, the Federal Home Loan Bank Board amended certain sections of Regulation 545.6-4a, to read as follows:

545.6-4a - Renegotiable Rate Mortgage Instruments

(a) Authorization. * * * *

(b) Description. For purposes of this Section, a Renegotiable Rate Mortgage loan is a loan (1) issued for a term of three, four or five years and automatically renewable at equal intervals except as provided in Subparagraph (c)(1) of this section or (2) issued for a single term and providing for adjustment of the interest rate at intervals of three, four or five years except as provided in Subparagraph (c)(1) of this section. The loan must be repayable in equal monthly installments of principal and interest during the loan term or adjustment period in an amount at least sufficient to amortize a loan with the same principal and at the same interest rate over the remaining term of the mortgage. At renewal or adjustment, no change other than in the interest rate (and, correspondingly, in the monthly installment amount) may be made in the terms or conditions of the loan. Prepayment in full or in part of the loan balance secured by the mortgage may be made without penalty at any time after the beginning of the minimum notice period for the first renewal or adjustment, or at any earlier time specified in the loan contract.

* * * * *

(e) If the loan is structured as a renewable, short term note, at least ninety and not more than one-hundred twenty days before the due date of the note, the association shall send written notification in the following form to the borrower:

Notice

The interest rate on your loan with _____ Federal Savings and Loan Association, secured by a (mortgage/deed of trust) on property located at _____ (address) _____, is scheduled to be adjusted on * * * * *

(f) Application disclosure. * * * *

(As the borrower, you have the right to decline the lender's offer of renewal. If you decide not to renew, you will have to pay off the remaining balance of the mortgage. Even if you decide to

renew, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period for the first renewal. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before renewal, will send a notice stating the due date of the loan, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the loan will be automatically renewed at the new rate. You will not have to pay any fees or charges at renewal time.) (As the borrower, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period of the first interest rate adjustment. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before interest rate adjustment, will send a notice stating the date of adjustment, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the interest rate will be adjusted to the new rate. You will not have to pay any fees or charges at the time of interest rate adjustment.)

* * * * *

This rule is intended to allow State Chartered Savings and Loan Associations to operate on an equal competitive basis with Federal Savings and Loan Associations.

The validity of Renegotiable Rate Mortgage Instruments under Louisiana Law has been affirmed by Attorney General Opinion No. 80-565 dated August 20, 1980.

Hunter O. Wagner, Jr.
Commissioner of Financial Institutions

RULE

**Department of Commerce
Office of Financial Institutions**

Under authority granted by R.S. 6:902 B, the Commissioner of Financial Institutions adopts the following rule for the purpose of providing a means by which state chartered savings and loan associations may have authority consistent with that granted federal associations by letter from Arthur W. Leibolk, Jr., general counsel, Federal Home Loan Bank Board, May 15, 1969; letter from Charles E. Allen, general counsel, Federal Home Loan Bank Board, November 4, 1975; and letter from Anne P. Jones, general counsel, Federal Home Loan Bank Board, November 15, 1978.

Proposed Rule

Notwithstanding the limitations imposed by R.S. 6:833 A, state chartered savings and loan associations may make "wrap-around mortgage loans" as defined below:

1. Definitions

For the purpose of this rule, a "wrap-around mortgage loan" is defined as a mortgage loan on property subject only to an existing first mortgage which, for economic reasons, the borrower cannot, or does not wish to prepay; with the "wrap-around" new mortgage to be in an amount equal to the outstanding balance on the existing first mortgage loan plus the amount to be loaned by the new lender; with monthly payments to the new lender to be in the total an amount required to liquidate both loans; with the new lender transmitting the portion required on the first loan; and with the new lending association establishing an asset account consisting of the amount of the balance on the first lien account and concurrently a liability account descriptive of the first lien obligation. (Attorney General Opinion 80-734).

II. Accounting

The mortgage document should be written for the amount of the outstanding balance of the first lien plus the additional funds to be loaned to the borrower. This amount is set-up as a note receivable and cash would be credited by the amount of funds disbursed to the borrower. On the liability side of the ledger a note payable is established in the amount of the first lien. For example:

Tom Smith is purchasing a home carrying an assumable mortgage of \$40,000 with a remaining term of 20 years; rate 11.0 percent and payments of \$412.71. Tom requires an additional \$10,000 to purchase the home. You approve a \$50,000 wrap-around mortgage for 20 years with payments of \$526.33 at a combined rate of 11.3 percent. The balance sheet for this loan origination follows:

ASSETS		LIABILITIES	
Note receivable	\$50,000	Note payable (XYZ S&L)	\$40,000
Cash	(10,000)		
Total assets	\$40,000	Total liabilities	\$40,000

When Tom Smith's first monthly payment of \$526.33 is received, you apply the principal and interest against his indebtedness, and then forward the payment (needed to amortize the loan over its remaining term) of \$412.71 to XYZ Savings and Loan. The entry would be as follows:

ASSETS		LIABILITIES & CAPITAL	
Step 1			
Cash received	\$526.33	Interest income	\$470.83
Note receivable	(\$55.50)		
Step 2			
Cash	(\$412.71)	Note payable (XYZ S&L)	(\$46.06)
		Interest payable (XYZ S & L)	(\$366.65)

III. Pre-payment penalty provisions

The question of how to handle the prepayment penalty provisions of the first lien has been answered by the General Counsel of the Federal Home Loan Bank Board, which stated that prepayment penalties, like foreclosure expenses, may be treated as part of the borrower's liability on the note secured by the wrap-around lien. Thus, for the purpose of wrap-around loans, it is not necessary to account for the prepayment penalties in advance.

IV. Loan to value ratios

The loan to value ratio on residential and non-residential real estate loans presently authorized by each state chartered savings and loan association's approved lending plan will apply to "wrap-around mortgage loans."

V. Certificate of title

The certificate of title by the association's attorney should describe the "wrap-around mortgage" as according "an inchoate first lien." (Attorney General Opinion No. 80-734)

VI. Form Note and mortgage

Following is a sample note and mortgage that may be used in making "wrap-around mortgage" loans. These samples have been approved as to form and legality by Attorney General Opinion No. 80-734A.

NOTE

PARISH OF _____

US \$ _____

STATE OF LOUISIANA

(DATE)

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) promise to pay to _____, or order, the principal sum of _____ DOLLARS, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of _____ percent per annum. Principal and interest shall be payable at _____ or such other place as the Note holder may designate, in consecutive monthly installments of _____ DOLLARS (US\$ _____), on the _____ day of each month, beginning _____, 19____. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on _____.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than ten days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, attorney's fees of _____ percent of the sums due hereunder.

Borrower shall pay to the Note holder a late charge of _____ percent of any monthly installment not received by the Note holder within _____ days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve-month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years _____ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loan years _____ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

The total principal amount of this Note includes the unpaid balance of principal and interest in the sum of \$ _____ of one certain promissory note dated _____ in the original principal amount of \$ _____, made and executed by _____, to the order of _____ ("Included Note"), which Included Note is paraphed for identification with and secured by an act of mortgage of even date before _____, Notary Public, recorded in MOB _____, folio _____ of the mortgage

records of _____ Parish, Louisiana ("Included Mortgage"), which Included Mortgage is prior and superior to the Mortgage-securing this Note. So long as Borrower is not in default in the payment of principal and interest due hereunder, the holder of this Note shall pay, when due, the installments of principal and interest under the Included Note.

Nothing herein or in the Mortgage securing this Note shall be construed as an assumption by Maker of the Included Note.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated _____ and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Property Address:

(Execute Original Only)

"NE VARIETUR" for identification with an act of mortgage passed this day before me, Notary.

_____, La. _____, 19__

NOTARY PUBLIC

MORTGAGE

ON THIS _____ day of _____, 19__ before me, _____, a Notary Public in and for the Parish of _____, State of Louisiana, and in the presence of the undersigned witnesses, appeared _____ (herein "Borrower"), a person(s) of the full age of majority and a resident(s) of said Parish and State, whose permanent mailing address is the Property Address stated below, who declared and acknowledged that Borrower is indebted to _____, a corporation organized and existing under the laws of _____ and whose permanent mailing address is _____ (herein "Lender"), in the principal sum of _____ DOLLARS, with interest on the outstanding principal balance at the rate of _____ percent per annum which indebtedness is evidenced by Borrower's note dated of even date herewith paraphed "Ne Varietur" by me, Notary, for identification herewith and delivered to Lender (herein "Note"), which Note provides for monthly installments of _____ Dollars of principal and interest payable on the _____ day of each month, beginning _____, 19____, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage and hypothecate to Lender the following described property located in the Parish of _____, State of Louisiana:

which has the address of _____ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby mortgaged and has the right to mortgage and hypothecate the Property, that the Property is unencumbered, other than by that certain act of mortgage granted by _____ in favor of _____ by act before _____, Notary Public, dated _____ and recorded in MOB _____ Folio _____ of the Mortgage records of _____ Parish, Louisiana, (herein "Included Mortgage") to secure the promissory note of _____ dated _____ in the original principal amount of \$ _____ to the order of _____ (herein "Included Note") to which reference is made and provision for the satisfaction of which are established hereafter, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and, unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise

acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. INCLUDED NOTE AND INCLUDED MORTGAGE. Included as a part of the principal balance due on the Note is the unpaid balance of principal and interest in the sum of \$ _____ due _____ (herein "Prior Mortgage"), the present holder of the Included Note, on the Included Note, which Included Note is secured by the Included Mortgage, which Included Mortgage is prior and superior to this Mortgage, but without there being any expressed or implied assumption of the Included Mortgage and the Included Note which it secures.

Borrower agrees to perform, observe and abide by all terms and conditions of the Included Mortgage and the Included Note, other than (i) the fixed payment of principal and interest upon the Included Note (which fixed payments are included in the payments required to be made to Lender by Borrower under the Note), and (ii) payment of deposits equivalent to the Funds referred to in paragraph 2 hereof, which payments are to be made to Lender as provided herein.

So long as Borrower is not in default in the payment of principal and interest under the Note as provided in paragraph 1, makes payment to Lender of all Funds required in paragraph 2 hereof and has not failed to cure the breach of any of Borrower's other covenants or agreements in this Mortgage after compliance by Lender with its duties under paragraph 18, then Lender shall pay, when due, the installments of principal and interest due under the Included Note together with all other Funds due thereon.

Should Lender fail, having timely received funds therefor, to pay any installment or principal and interest on funds due on the Included Note, Borrower may pay such installment or Funds directly to the Prior Mortgagee and the amount thereof shall be credited to the next following installment due under the Note.

Lender may, at any time and at its option, prepay all or any portion of the balance due on the Included Note, subject to the terms and conditions of the Included Mortgage, and thereby be subrogated unto all the rights of the Prior Mortgage under the Included Note and the Included Mortgage.

To the fullest extent that may be required or permitted by any applicable law, statute or regulation, or by the provisions of the Included Note and Included Mortgage or by the Prior Mortgagee, Borrower does hereby authorize and direct Prior Mortgagee (i) to receive from Lender all payments made by Lender on account of the Included Note and the Included Mortgage, (ii) to disclose to Lender upon its request all credit information concerning Borrower and the current status of the Included Note and Included Mortgage, (iii) to deliver to Lender, contemporaneously with delivery to Borrower, copies of all notices to which Borrower as owner of the Property may be entitled under the Included Note and Included Mortgage, and (iv) to accept performance and/or satisfaction by Lender of each and every obligation and duty incumbent upon the original maker of the Included Note and grantor of the Included Mortgage.

None of the foregoing shall be deemed to constitute any assumption by Lender of any obligation under the Included Note or the Included Mortgage in favor of the Prior Mortgagee or any other party or to impose upon Lender any duty or obligation unto Borrower other than to transmit to the Prior Mortgagee, in a timely manner, all installments of principal and interest and payments or deposits of Funds due under the Included Note and Included Mortgage for which Lender shall have received timely payment from Borrower.

4. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and principal payable on the Included Note, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

5. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and, in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except the Included Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in such legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

6. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the total sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender and the Prior Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender and to the Prior Mortgagee. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied as required by the Prior Mortgage under the Included Mortgage; and if the Prior Mortgage requires no specific application of all or part of the proceeds, then, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized, subject to the rights of the Prior Mortgagee, to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

7. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of

any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, by-laws and regulations of the condominium or planned unit development and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Borrower shall be required to pay to Lender an amount (the "Prior Mortgage Insurance Premium") equal to the premium for all mortgage insurance required under the Included Mortgage and not previously paid by former owners of the Property. In addition, Borrower shall maintain such additional private mortgage insurance, insuring payment of the Note, as Lender shall require. Borrower shall pay the premiums for such additional private mortgage insurance and shall pay the Prior Mortgage Insurance Premium in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the rights of the Prior Mortgagee.

In the event of a total taking of the Property, the proceeds, subject to the rights of the Prior Mortgagee under the Included Mortgage shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If there is a partial taking of the Property, the proceeds shall be applied as required by the Prior Mortgagee under the Included Mortgage; and, with regard to any excess of such proceeds, there shall be applied to the sums secured by this Mortgage such proportion of the excess as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

11. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. FOREBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address as stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Borrower and Lender agree to send promptly to each other, all notices received by them from the Prior Mortgagee.

16. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

17. TRANSFER OF PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 15 hereof. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 13 hereof.

18. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, and to comply with all

the terms and conditions of the Included Note and the Included Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may cause the Property to be seized and sold under either ordinary or executory process, with or without appraisal, to the highest bidder for cash. Borrower hereby confesses judgment in favor of Lender and any future holder of the Note in the full amount of all sums secured by this Mortgage, including, but not limited to, attorney's fees of _____% of the sums due under the Note.

19. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) acceleration of the sums due on the Included Note by the Prior Mortgagee, unless such acceleration shall be due solely on account of the failure of Lender to remit to the Prior Mortgagee any sums due on the Included Note or under the Included Mortgage which were timely received by Lender from Borrower; or (ii) entry of a judgment by a Court enforcing this Mortgage or (iii) issuance of a writ of seizure and sale pursuant to court order if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of the costs of management of the property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. FUTURE ADVANCES. Lender may make advances to protect the security of this Mortgage pursuant to paragraph 8 hereof and, in addition, if this is a Vendor's Lien Mortgage, Lender may at Lender's option prior to release of this Mortgage and upon the request of Borrower, make Future Advances to Borrower. Such advances and Future Advances with interest thereon at the rate of _____ percent per annum shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, including advances pursuant to paragraph 8 hereof and Future Advances made pursuant to this paragraph, if any, exceed the original amount of the note plus US\$_____.

22. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. VENDOR'S LIEN MORTGAGE. If Lender is a savings and loan association, the Note and other sums secured by this Mortgage shall be secured by a vendor's lien and privilege on and against the Property pursuant to the provisions of Louisiana Revised Statutes, Title 6, Section 833.

24. REASONABLE ATTORNEY'S FEES. "Reasonable attorney's fees" as used in paragraphs 8, 19 and 20 of this Mortgage shall mean a fee of _____% of all sums due under the Note.

25. WAIVER OF HOMESTEAD. Borrower and Borrower's spouse, if any, hereby waive all right of homestead exemption in the Property.

26. MORTGAGE AND CONVEYANCE CERTIFICATES. The production of Mortgage and Conveyance Certificates is waived by Lender and Borrower, who release me, Notary, from all liability for non-production.

27. LATE CHARGE. Borrower shall pay to Lender a late charge of _____ percent of any monthly installment of principal and interest as provided in the Note not received by Lender within _____ days after such installment is due.

28. MARITAL STATUS OF BORROWER. The marital status of Borrower is:

THUS DONE AND PASSED, on the _____ day of _____, 19____, before me, the undersigned Notary Public, qualified in said State and Parish, and in the presence of _____, the undersigned witnesses, who have signed with Lender, Borrower and me, the said Notary, after due reading of the whole.

WITNESSES:

Borrower

Borrower

LENDER:

BY: _____ NOTARY PUBLIC

Hunter O. Wagner, Jr.
Commissioner of
Financial Affairs

RULE

Department of Corrections Adult and Juvenile Services

Attorney Visits - Adult and Juvenile Institutions

1. **PURPOSE:** To provide uniform procedures for the approval and conduct of visits by attorneys to inmates and students.
2. **RESPONSIBILITY:** It is the responsibility of the Assistant Secretaries for Adult and Juvenile Services and of all Wardens and Superintendents to implement this regulation and to convey its contents to all inmates, affected employees and attorneys seeking to visit.
3. **PROCEDURES:**
 - (A) **Scheduling**

Visits by attorneys, their paralegal assistants and law students must be scheduled through the institution at least 24 hours in advance. This may be done by phone unless the law student or paralegal will not be accompanied by the attorney. In such cases, the employing or supervising attorney must make a written request prior to the first visit by the law student or paralegal to the inmate(s). Thereafter, as long as the paralegal or law student continues in the employ or under the supervision of the same attorney, visits may be approved by phone.
 - (B) **Time of Visits**

Visits by attorneys, paralegals and law students must normally take place during regular business hours (Monday thru Friday from 8:00 a.m. to 4:30 p.m.).
 - (C) **Exceptions**

The Warden or Superintendent may approve special visits not in conformity with Paragraphs A and B, above, when unusual circumstances warrant.
4. **LIMITATIONS ON VISITS:**
 - (A) **Number of Inmates**

Normally, no more than 10 inmates/students may be seen at any one time; nor more than 20 on any one day. Further limitations may be imposed by the Warden or Superintendent if valid reasons exist. The department's legal staff must be advised of any such limitations.
 - (B) **Number of Attorneys**

Normally, no more than two persons (attorneys, paralegals or law students or any combination thereof) may see an inmate on any one day. Exceptions may be approved for good cause by the Warden or Superintendent.
5. **GENERAL**
 - (A) Inmates/students may refuse to see any attorney, but such refusal should be placed in writing and signed by the inmate/student.
 - (B) A log shall be maintained of all visits by attorneys, paralegals and law students.
 - (C) Visits may be visually observed, but conversation between inmates and counsel shall not, under any circumstances, be monitored.
 - (D) Attorneys, paralegals and law students are subject to the same procedures regarding searches as are all other visitors.
6. **EXCEPTION:** Nothing contained in this regulation shall apply to attorneys representing the State, the Department, or the institution.
7. **CANCELLATION:** This regulation supercedes Subsection 5(D) (3) of D.R. 30-19A which is hereby cancelled effective April 20, 1981.

C. Paul Phelps
Secretary of Corrections.

RULE

Department of Corrections

Death Penalty

1. **PURPOSE:** The purpose of this regulation is to set forth the procedures for the execution of the death penalty.
2. **RESPONSIBILITY:** The Assistant Secretary for Adult Services and the Wardens of Louisiana State Penitentiary and Louisiana Correctional Institute for Women are responsible for ensuring implementation of this regulation.
3. **LEGAL AUTHORITY:** La. R.S. 15:567 - 15:571; *Garrett v. Estelle*, 556 F.2d 1274 (5th Cir., 1977).
4. **INCARCERATION PRIOR TO EXECUTION:** Male inmates sentenced to death shall be incarcerated at Louisiana State Penitentiary at Angola, Louisiana. Female inmates sentenced to death shall be incarcerated at Louisiana Correctional Institute for Women at St. Gabriel, Louisiana. Until the time for execution, the Warden shall incarcerate the offender in a manner affording maximum protection to the general public, the employees of the Department, and the security of the institution.
5. **VISITS:** Inmates sentenced to death shall be afforded the same visiting privileges as other inmates in the same institution. In addition, during the final 72 hours before the scheduled execution, the Warden will approve special visits for the following:
 - (a) Clergy
 - (b) Family member(s) and friend(s) on approved visiting list
 - (c) AttorneyExcept for a priest, minister, religious advisor, or attorney, visits will terminate by 6:00 p.m. on the day immediately prior to the execution date.
6. **MEDIA ACCESS:** Properly credential reporters may contact the Office of the Warden to schedule interviews. If the inmate and, if represented by counsel, his attorney consent, the Warden shall schedule the interview for a time convenient to the institution.

Should the demand for interviews be great, the Warden may set a day and time each week for all interviews to be conducted and may specify whether interviews will be done individually or in "press conference" fashion.
7. **PRE-EXECUTION ACTIVITIES:**
 - (A) The Warden shall select any appropriate area to serve as a press room and for any mobile press units. Press representatives, except those selected as witnesses, will not be permitted in other areas of the penitentiary from 8:00 a.m. on the day preceding the execution until such time after the execution as the Warden deems appropriate.
 - (B) The execution room shall be off-limits to unauthorized inmates and employees from 8:00 a.m. on the day of the execution until such time after the execution as the Warden deems appropriate. The execution room shall also be off-limits to the public and press from 15 days before the execution until such time after the execution as the Warden deems appropriate.
 - (C) All persons selected as witnesses will sign copies of the witness agreement prior to being transported to the execution room.
8. **EXECUTION:**
 - (A) **Time and Place:** The execution shall take place at Louisiana State Penitentiary, Angola, Louisiana, between 12 midnight and 1:00 a.m., barring unforeseen delays. In no event may the execution be conducted after 3:00 a.m. (R.S. 15:569.1).

At 11:45 p.m., the witnesses shall be escorted to the execution.

(B) Witnesses:

(1) The following are the only persons, other than the condemned, who will be admitted to the execution room during the execution:

* (a) The Warden of Louisiana State Penitentiary or his designee

* (b) The coroner of West Feliciana Parish or his deputy

* (c) A physician chosen by the Warden

* (d) The operator of the electric chair

* These and no less than five additional witnesses are required, by law, to be present. (R.S. 15:570).

(e) A priest or minister, or religious advisor, if the inmate so requests

(f) Three members of the news media, as follows: One Louisiana representative designated by the Associated Press and one Louisiana representative designated by the United Press International and one representative selected by lot from all other Louisiana media persons requesting to be present. Those so designated must agree to act as pool reporters for the remainder of the media represent and meet with all media representatives present immediately after the execution.

(g) A minimum of two and a maximum of four additional witnesses selected by the Secretary of the Department of Corrections from person who, in the Secretary's discretion, have a legitimate interest.

(2) All witnesses must be residents of the State of Louisiana over 18 years of age and all must agree to sign the report of the execution. (R.S. 15:570-571).

(3) No cameras or recording devices, either audio or video, will be permitted in the execution room. (R.S. 15:569).

(C) All arrangements for carrying out the execution shall be completed by 12 midnight. At that time, the Warden shall order the inmate brought into the execution room. He shall then allow the inmate to make any last statement he may have. Upon completion of the statement, the Warden shall order the operator of the electric chair to proceed with the execution.

(D) The operator of the electric chair will then pass through the body of the inmate electricity of sufficient intensity and duration to cause death swiftly.

(E) At the conclusion of the execution, the coroner or his deputy shall pronounce the inmate dead. The inmate shall then be immediately taken to a waiting ambulance for transportation to a place designated by the next of kin or in accordance with other arrangements made prior to the execution.

(F) The Warden will then make a written report reciting the manner and date of the execution. The Warden and all of the witnesses shall sign the report and it shall be filed with the Clerk of Court in the parish where the sentence was originally imposed.

(G) No employee, including employee witnesses to the execution, except the Warden or his designated representative, shall communicate with the press regarding any aspect of the execution, except as required by law.

9. CANCELLATION: Department Regulation 10-25 of February 11, 1980, is hereby regarded superceded effective April 6, 1981.

C. Paul Phelps
Secretary of Corrections.

Agreement by Witness to
Execution

I, _____, a person of full age and majority, and a citizen of the State of Louisiana, hereby agree to the following conditions precedent to begin a witness to the execution of a sentence of death by electrocution at Louisiana State Penitentiary, Angola, Louisiana:

1. I agree that my presence at the execution is voluntary.
2. I agree to sign the report of the execution as required by law.
3. I agree to comply with all rules and regulations of the Department of Corrections, and the Louisiana State Penitentiary during the course of the proceedings leading up to, during, and after the completion of the execution.
4. I agree that I will not electronically record or photograph any activities while I am present in the execution room.
5. I agree to submit to a search of my person before and after the execution if requested to do so by the Warden of Louisiana State Penitentiary.
6. If I am a member of the press selected as a witness to the execution, I agree to act as a pool reporter for the media representatives not present at the execution, and I agree to meet with all media representatives present at the penitentiary immediately after the execution.
7. If I am an employee of the Department of Corrections, I agree that I will make no public statements about the execution itself, without prior approval of the Warden of Louisiana State Penitentiary.

I have read the above agreement, understand it, and have signed it in the presence of the listed witnesses on 1981, at Louisiana State Penitentiary, Angola, Louisiana.

Witnesses To

Signature:

Selected Witness to
Execution

RULE

Department of Education Educational Television Authority

Policy on Compensation to Public Broadcasting Stations Not Licensed to the Louisiana Educational Television Authority

WHEREAS the Louisiana Educational Television Authority is created for the purpose of making the benefits of educational and public television and radio available to and promoting their use by the inhabitants of Louisiana, and

WHEREAS the Authority seeks to maximize these benefits by cooperating with all public television and radio stations in the state which are not licensed to the Authority, and

WHEREAS the Authority subscribes to the underlying principle that public broadcasting should operate from a diverse financial base including federal, state, local government, corporate, and private sources, and

WHEREAS the Congress has recognized this principle by making annual appropriations to the Corporation for Public Broadcasting for distribution as Community Service Grants to public broadcasting stations based on their pro rata share of aggregate non-federal revenues earned by the stations; and

WHEREAS this incentive-based program strengthens the principle of diversity in funding, and a similar grant program at the state level would be consistent with Congressional intent,

NOW, THEREFORE, BE IT RESOLVED THAT the Louisiana Educational Television Authority proposes to adopt the

RULE

Office of the Governor Division of Administration Office of Contractual Review

Regulations for the Procurement of Professional, Personal, and Consulting Services

following Policy and Procedure for requesting and distributing funds for the support of public broadcasting stations for which it is not the licensee.

1. The Louisiana Educational Television Authority shall include in its Annual Operating Budget Request the larger of either:

(a) an amount equal to twenty-five percent of the non-state revenues reported in the most recent annual audited financial statement of each station (or other financial statements generally recognized as authoritative), or

(b) an amount equal to the prior year's grant from the Authority increased proportionate to the average increase in the consumer price index of the U.S. Department of Labor's Bureau of Labor Statistics for the twelve month period ending September 30 immediately preceding the submission of the Authority's Annual Operating Budget Request.

2. In the event the Legislature appropriates an amount different from that requested, each station included in the Authority's Operating Budget Request shall share the actual appropriation in proportion to its share of the original request.

3. Funds distributed under this Policy shall not be used by the recipient for Fund-raising Expenses or General and Administrative Expenses as defined by the Corporation for Public Broadcasting, and shall not be reported to the Corporation for Public Broadcasting as non-duplicated, non-federal income for the purpose of establishing qualifying income for calculating a recipient's future Community Service Grant.

4. A station receiving funds under this Policy shall credit the Louisiana Educational Television Authority in the same manner as it would credit a corporate, foundation, or private underwriter when Authority funds are used for program acquisition, production or advertising.

5. A station receiving funds under this Policy shall, upon request, provide its annual audited financial statement to the Authority, and shall provide such other supporting records or information as may be requested by the Authority or the Legislative Auditor of the State of Louisiana.

6. A station receiving funds under this Policy must separately identify said funds by assigning a separate account classification which must be maintained to accumulate and identify every expenditure of Authority funds made by the recipient.

This amount should reflect the expense or budget category charged (i.e., acquisition, production and related costs, advertising, etc.), payee, reference or document number and date, check number and date, and the amount charged to Authority funds. If a recipient's existing automated accounting system cannot provide this required subsidiary ledger, then one will have to be maintained manually.

7. A station receiving funds under this Policy shall inform the Authority of and, upon request, make available to the Authority for statewide broadcast any program produced by the station, and, conversely, any program produced by the Authority shall be upon request, made available for broadcast by a recipient of funds hereunder, provided, however, that no availability is required from either party where such broadcast is inconsistent with the rights of the program.

8. Prior to inclusion in the Authority's Annual Operating Budget Request, an official of a station to be included shall sign a Memorandum of Agreement signifying concurrence with the amount to be requested, understanding of the provisions of this Policy, and a commitment not to undertake unilateral legislative activity without the prior knowledge of the Authority.

A. Fred Frey
Executive Director

The Office of the Governor, Division of Administration, Contractual Review Section, hereby gives notice of the adoption of rules and regulations for the procurement of professional, personal and consulting services. These regulations are identical to those published in the March 20, 1981 Louisiana Register.

I

Delegation of Authority

The Director of Contractual Review may delegate in writing certain responsibilities set forth herein; however, he shall review any actions taken by his designee.

II

Contract for \$1,000 or Less

A. The Director of the Office of Contractual Review may, in accordance with R.S. 39:149B(3) and 1508, delegate to other state agencies certain responsibilities in the review and approval process of professional, personal and consulting service contracts, to specifically include contracts of professional, personal and consulting services under one thousand dollars. Such delegations of authority may be made upon written request by the head of the using agency and shall be provided for in a written memorandum of agreement between the Office of Contractual Review and each agency receiving such a delegation. All provisions of law and of these regulations not delegated remain applicable. Upon execution of a Memorandum of Agreement as herein provided, such delegation of authority shall remain in full force and effect until cancelled, in writing, by the Office of Contractual Review.

B. A contract meeting the definition of "small purchase" under R.S. 39:1508 shall be approved by the agency director without the necessity of forwarding a copy to the Office of Contractual Review. The agency shall maintain a file for all small purchase contracts. This file shall be available for inspection by the Director of the Office of Contractual Review or his designee upon request.

C. The agency shall submit a quarterly report to the Office of Contractual Review. This report shall contain a listing of all small contracts to include: name of contractor, amount of contract, nature of services rendered, date of contract, and total dollar amount of all small contracts entered into by the agency for that quarter. If no contracts have been entered into during this period, a report shall still be submitted notifying the Office of Contractual Review of same.

III

Source Selection Methods

Since professional, personal, and consulting services contracts less than \$75,000 may be awarded without competitive negotiation, this part shall be applicable to consulting services contracts in excess of \$75,000.

A. Emergency Purchases. An emergency situation must be determined in writing by the Director of Contractual Review or his designee. The agency which requests an emergency procurement must indicate in writing the basis of the emergency.

B. Sole Source Procurement. A determination in writing, supported by agency documentation, must be made by the Director of Contractual Review or his designee that only one source exists for the services requested by the agency. If such determination is made Request for Proposals may be dispensed with.

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C. Record. A record of emergency procurements and Sole Source Procurements shall be maintained by the Office of Contractual Review, and shall contain:

1. Contractor's name
2. The amount of contract
3. Services to be rendered
4. Reason for the emergency or sole source procurement

IV

Request for Proposals

A. Prequalification of Offerers. An Agency which intends to issue a Request for Proposal (RFP), must request the Prequalified Offerers list, as described below, prior to issuing an RFP. It shall be the intent of this section to require an agency to forward a request for proposals to those businesses on said list who offer the services requested in the RFP.

1. The Office of Contractual Review will prepare and maintain a prequalified list of offerers to be used in the request for proposal procedure as provided for in R.S. 39:1506.

2. Potential contractors who are interested in being placed on this list must submit a statement of qualifications to the Office of Contractual Review. This statement must describe the potential contractor's current qualifications by subject area to include key personnel currently employed or associated, accompanied by a resume of each. Additionally, a list should be provided describing previous work done (by subject area), with whom (governmental agency or private business) and the names of contact persons for each client listed.

3. Each statement of qualifications should have attached to it a financial statement or other representation of financial solvency.

4. Finally, any other current information or material which would further describe a potential contractor's qualifications will be accepted.

B. Advertisements. Written notices shall contain a general description of the consulting services desired and state the name and address of agency desiring to contract for consulting services; where and how the Request for Proposal may be obtained and where proposals are to be sent; in the event of a proposer's conference, the date, time and place it will be held; the date and time not later than which proposals must be received; and the date, time, and place that a proposal will be accepted.

C. Questions to be received from potential contractors must be in writing and all responding answers must be provided to all potential contractors participating in the selection process. A proposer's conference may be provided in lieu of the above question-and-answer process. However, copies of the proceedings shall be made available to all those who are participating in the selection process.

D. Written or oral discussions shall be conducted with all responsible offerers who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerers. Discussions need not be conducted:

(1) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or

(2) Where time of delivery or performance will not permit discussions, or

(3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with that particular service that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the Request for Proposals notifies all offerers of the possibility that award may be made on the basis of the initial offers.

E. Supplemental and in addition to the requirements of R.S. 39:1503(B), a Request for Proposals must:

1. Specifically define the task and desired results of project;

2. Identify agency liaison personnel and what resources are available to the consultant, both in preliminary studies and the project itself;

3. State approximately when the consultant can begin the study, plus an estimate of the time necessary to accomplish the work;

4. Specify applicable procedures concerning billing, documentation requirements, progress reports, and final reports;

5. Specify that a minimum of two copies of the proposal be submitted; and

6. Inform the potential contractors of the criteria and the selection methodology and weight (if weighting is used) which will be applied to each significant evaluation criteria to be used in evaluating the proposals' responsiveness to the RFP.

F. Require potential contractors to include the following information in their proposals:

1. A description of the consultant firm's qualifications to include a specific list of personnel to be used in this project and their qualifications (at least list the number and the qualifications of each position). However, a resume will be required on each of the key personnel. Additionally, consultant must stipulate that these personnel will not be removed from the contract without prior approval of the using agency.

2. A list of the agencies, with names and contact persons, for whom similar work has been done.

3. The length of time needed for the project, broken down by phases, if phasing is necessary.

4. The proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project (this is sometimes referred to as the technical section of the proposal).

5. An itemized cost statement showing various classes of man-hours at appropriate rate, delineated by phase, if phasing is used. Also included should be an itemized listing of all other expenses or fees that are expected to be paid by the State and a complete breakdown of consultant overhead rate.

G. The final selection of a contractor shall be made by the using agency in accordance with the selection criteria established in the RFP. However, no contract can be awarded until final approval of the selection has been granted by the Director of the Office of Contractual Review. When a final selection has been made by the using agency, the contract file containing that information outlined in sections A through F, and the proposed contract, along with a selection memorandum justifying the final selection shall be sent to the Office of Contractual Review for final concurrence (R.S. 39:1503C).

H. No contract shall be valid, nor shall the State be bound by the contract, until it has first been executed by the head of the using agency which is a party to the contract, and the contractor, and has been approved in writing by the Director of the Office of Contractual Review (R.S. 39:1502).

I. Right to Protest. Any Contractor who is aggrieved in connection with the request for proposal or award may protest to the head of the agency issuing the proposal, at which time the agency shall notify the Office of Contractual Review that a protest has been lodged. Said protest shall be in writing and state fully the reason for the protest. A protest of a solicitation must be filed at least two weeks prior to the date for receipt of proposals. Protest with respect to an award shall be submitted within fourteen days after the award has been announced.

J. Stay of Award during protest. If a person protests the proposal, then an award can not be made until said protest is resolved. If a person protests an award, then work on the contract can not be commenced until it is resolved administratively.

K. Decision. The head of the agency must notify the protesting party within ten days after receipt of said protest whether or not the protest is denied or granted. If granted as to the proposal the request for proposal may be amended if possible or cancelled and reissued. If the protest is granted as to the award then the contract will be voided and the remaining proposals may be re-evaluated for another selection. If another selection can not be made or if it appears to be in the best interest of the state, a new request for proposal should be issued.

L. Appeal. If an aggrieved party is not satisfied with the agency's decision, then that party may appeal said decision in writing to the Commissioner of Administration. The protesting party should fully explain the basis of his appeal. The Commissioner then must render a decision in writing within ten days of receipt of the appeal. The Commissioner's decision is final and an aggrieved party must bring judicial action within six months from receipt of said decision; but, an agency may proceed with an award after the Commissioner so decides.

M. Delays. The delays provided for in this part may be extended only with the concurrence of all parties involved.

V

Confidentiality of Technical Data of Trade Secrets

The using agency shall be responsible for protecting technical data, financial information, overhead rates, and trade secrets which may come into their possession from individuals and businesses doing business with the state. If the Office of Contractual Review should request this information in the review process said information will be returned to the using agency upon completion of said review.

VI

Multi-Year Contracts

All contracts in excess of one year shall be submitted to the Office of Contractual Review with written reasons why a multi-year contract is needed. Justification of multi-year contracts shall be submitted in accordance with R.S. 39: 1514 in compliance with the Delegation of Authority from the Commissioner of Administration.

VII

Definitions and Classes of Contractual Services

The following services shall be contracted out in accordance with these regulations:

A. Personal Service. Means work rendered by an independent contractor which requires the use of creative or artistic skills, such as, but not limited to, graphic artists, sculptors, musicians, photographers, and writers, or which requires the use of highly technical or unique individual skills or talents, such as, but not limited to, paramedics, therapists, handwriting analysts, and expert witnesses for adjudications or other court proceedings.

B. Professional Service. Means work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others in or in the practice of an art founded on it including, but not limited to, lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, and accountants. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered. The word "professional" implies professed attainments in special knowledge as distinguished from mere skill.

C. Consulting Service. Means work, other than professional or personal service, rendered by an independent contractor who possesses specialized knowledge, experience, and expertise

to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services or improvements in programs or services, including, but not limited to, such areas as management, personnel, finance, accounting, planning and feasibility studies, data processing, advertising and public relations.

VIII

Determination of Responsibility

A. In order to qualify as responsible, an offerer must meet the following standards as they relate to the particular procurement under consideration:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.

2. Has the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements).

3. Is able to comply with the proposed or required time of delivery or performance schedule.

4. Has a satisfactory record of integrity, judgment, and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill the requirement).

5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

B. Acceptable evidence of financial resources, experience, organization, technical qualifications, skills, and facilities, to perform the service called for by the contract.

C. No contract for consulting services for \$75,000 or more shall be awarded to any person or firm unless the head of the using agency has first determined that such person or firm is responsible within the meaning of Sections A and B.

D. In any case where a contract for consulting services is for \$75,000 or more, the head of the using agency shall prepare, sign, and place in the contract file a statement of the facts on which a determination of responsibility was based. Any supporting documents or reports and any information to support determinations of responsibility of offerer or potential subcontractors should be kept on file with the agency, subject to inspection upon the request of the Director of Contractual Review or his designee.

E. Before making a determination of responsibility, the head of the using agency shall have sufficient current information to satisfy himself that the prospective contractor meets the standards in Sections A and B. Information from the following sources should be utilized before making a determination of responsibility:

1. Information from the prospective contractor, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangement.

2. Other existing information within the agency, including financial data, the list of debarred and ineligible bidders and records concerning contractor performance.

3. Publications, including credit ratings and trade and financial journals.

4. Other sources, including banks, other financial companies, and State departments and agencies.

F. To the extent that a prospective contractor cannot meet the standard in Section A.2 except by means of proposed subcontracting, the prospective prime contractor shall not be considered to be responsible unless recent performance history indicates an acceptable subcontracting system or prospective major subcontractors are determined by the head of the using agency to satisfy that standard.

IX

Suspension, Debarment and Reinstatement

A. Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of the Office of Contractual Review shall have authority to suspend or debar a person for cause from consideration for a contract, provided that doing so is in the best interest of the State.

B. Suspension. The Director of the Office of Contractual Review may suspend a person from consideration for a contract if he determines in writing that there is probable cause to believe that such person has engaged in any activity which might lead to debarment. Said suspension shall not exceed 60 days if debarment is not forthcoming.

C. Causes for Debarment. The causes for debarment include, but are not limited to, the following:

1. Conviction for a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a state contractor;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, or a recent record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and

5. Any other cause the Director of Contractual Review determines to be so serious and compelling as to affect responsibility as a state contractor, including debarment by another governmental entity for any cause listed in regulations.

D. Decision. The Director of the Office of Contractual Review shall issue a written decision stating his reasons and findings therein.

E. Notice of decisions. A copy of the decisions under Subsection D of this Section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

F. Finality of decision. A decision under Section D of this Part shall be final and conclusive; unless appealed as provided for in Section G.

G. Appeal. The Contractor or business who is directly affected by the decision of the Director of Contractual Review may appeal to the Commissioner of Administration within ten days of the receipt of said decision.

H. Reinstatement. If the Commissioner finds that the Director of Contractual Review was in error, then he may reinstate said individual or business. If the Commissioner affirms the Decision of the Director of Contractual Review that Decision is final and conclusive.

I. The Director of Contractual Review, upon request of a debarred contractor, shall review debarred contractors on an annual basis, and may reinstate said contractor for future consideration if he believes the circumstances warrant reinstatement and it would be in the best interest of the state. A list of debarred contractors shall be kept by the Office of Contractual Review and made available upon request to other state agencies.

X

Contract Contents

A. Each contract for professional, personal, and consulting services shall follow the provisions of R.S. 39:1498.1.

B. Contract funded fully or in part by Federal funds, in addition to meeting all the requirements of these guidelines and R.S. 39:1428-1473, shall meet all applicable Federal standards and shall contain all necessary clauses required by Federal statutes, rules or regulations. The burden of assuring compliance with Federal regulations shall rest with the using agency.

C. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).

D. When a contract is to include travel and/or other reimbursable expenses, it shall contain language to effect the following:

1. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract; or

2. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses.

XI

Modification of Contract

All amendments to contracts for professional, personal and consulting services shall be submitted to the Office of Contractual Review for prior approval. All such amendments shall become effective only upon approval by the Director of the Office of Contractual Review. If an amendment extends a contract beyond one year, justification for a multi-year contract must be submitted with said amendment in accordance with Part VII, and if an amendment increases the amount of a contract to \$25,000 or more, an extra copy of the contract and amendment must be submitted in accordance with Part XIII.

XII

Termination of Contract

Whenever a contract is terminated prior to the termination date stated in the contract, the Office of Contractual Review shall be notified in writing by the using agency of such prior termination, and the reasons therefor.

XIII

Submission of Contracts

The original contract and two copies of said contract and attachments shall be submitted to the Office of Contractual Review for contracts less than \$25,000.00. Contract for \$25,000.00 or more must be submitted with three copies (the extra copy will be forwarded to the Legislative Fiscal office). The Office of Contractual Review will not accept for review and approval any contract that is not accompanied by the necessary attachments and copies as required herein. (Attachments being submittal letters, R.S. 39:1497 certification, BA-22, etc.)

XIV

Contractual Review Process

A. Contracts arriving in the Office of Contractual Review will be date stamped and logged in. Contracts should be submitted prior to its effective date and in no case will a contract be approved which has been submitted 60 days after its effective date, unless written justification is provided by the using agency and approval granted by the Director of Contractual Review or his designee. All submittals will be required to have a cover letter attached thereto in conformity with attachment D.

B. If a contract does not appear to be out of the ordinary and does appear to have the necessary attachments and inclusions, it will be routed to the appropriate Budget Analyst for the submitting agency. A BA-22, or its equivalent, must be submitted with every contract submitted to the Office of Contractual Review.

C. Contracts that are incomplete as to form will be returned to the submitting agency. If a contract is merely missing an attachment then the necessary attachment will be secured from the submitting agency.

D. Contracts returned from Budget

1. Not Recommended for Approval - If a contract is not recommended for approval, the Office of Contractual Review shall discuss the reason with the Budget Analyst. If the problem can not be resolved the contract shall be returned to the submitting agency with a letter explaining the problem.

2. Recommended for Approval - If a contract is recommended for approval the review process shall continue.

E. Legal and content review. There are a number of different types of contracts, and content requirements may vary a little. All contracts should contain the following:

1. Signature of both submitting agency representative and contractors.

2. Scope of services that clearly and completely identifies the work to be performed and products to be delivered.

3. Beginning and termination dates for the contract. Normally, such dates should be for no greater than a one year period, although the Director of Contractual Review can approve up to three years. Contracts may not include a clause permitting automatic renewal or extension of the original.

4. A maximum amount of compensation to be paid under the contract. This maximum must be inclusive of all payment, fees, travel expenses, etc. The amounts may be stated by category rather than as a comprehensive total.

5. A statement giving the Legislative Auditor authority to audit the financial records of the contract relative to work done under the contract.

6. All contracts for professional, personal, and consulting services shall contain a clause providing that the contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the submitting agency thereto, provided, however, that claims for money due or to become due to the contractor from the using agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to both the using agency and the Director of the Office of Contractual Review.

F. A certification letter as described in R.S. 39:1497, signed by the using agency's representative (See Attachment B).

G. Prior to submitting for review, proof of review and approval by other agencies will be required as follows, or contracts will be returned to the submitting agency without approval:

1. Civil Service - All contracts must have Civil Service approval except agreements between state agencies. If a non-state agency is involved, the contract must have Civil Service approval.

2. Attorney General - Contracts for legal services that are not consulting work and that do involve or lead to litigation must be reviewed by the Attorney General for approval of the fee structure. Approval of the Attorney General can be evidenced by the signature on the contract documents or by a letter from the Attorney General. Contracts with Louisiana District Attorneys do not require this approval.

3. Legislative Auditor - Contracts for financial auditing of state agencies must have prior written approval of the Legislative Auditor.

4. Data Processing, Coordinating and Advisory Council - The Council shall review any contract for data processing or related service, returning it to Contractual Review for completion of the analysis.

H. Consulting Services Contracts exceeding \$75,000.00. If a contract is for services defined as consulting in R.S. 39:1484(4) and is an amount equal to or exceeding \$75,000.00 it must have been awarded pursuant to the requirements of R.S. 39:1503, unless exempt by Section III (A) or (B). If this has not been done,

the submitting agency will be required to conduct the process over again. A statement in accordance with R.S. 39:1503 C as to why the award was made must be submitted with the contract.

I. When a contractor is a corporation, a formal, dated, Board Resolution must be secured and attached to the contract indicating that the signatory is a corporate representative and authorized to sign said contract.

J. When it has been determined that a contract is complete, the contract shall be returned to the submitting agency with an approval letter attached and signed by the Director of Contractual Review.

XV

Revised Statutes

A. These guidelines shall be read and interpreted jointly with R.S. 39:1481-1526.

B. A rule or regulation shall not change any contract commitment, right, or obligation of the state or of a contractor under a state contract in existence on the effective date of that rule or regulation. (R.S. 39:1491 D).

Attachment A

Sample Contract adaptable for use by state agencies. (This sample contract contains the minimum language required in a state contract. Additional items may be added as required by the individual agency's needs and applicable federal requirements.)

STATE OF LOUISIANA

PARISH OF _____

CONTRACT

Be it known, that on this _____ day of _____, 19 ____, the _____ (Agency Name) _____ (hereinafter sometimes referred to as "state") and _____ (Contractor's name and legal address) _____ (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1.

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately as an addendum.)

2.

In consideration of the services described above, state hereby agrees to pay to Contractor a maximum fee of _____. Payment will be made only on approval of _____.

3.

This contract may be terminated by mutual consent of both parties upon _____ days written notice. (other conditions for termination may be stated here.)

4.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the State.

5.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said contractor's obligation and identified under tax identification number _____.

6.

The contract shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided

however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

7.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of contractor which relate to this contract.

8.

This contract shall begin on (the date of final statutory approval) and shall terminated on _____ .

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on the day, month and year first written above.

CONTRACTOR

STATE AGENCY

Attachment B

Sample Certification as required by R.S. 39:1497

Mr. Thomas McFerrin, Director
Department of Contractual Review
Division of Administration
State Capitol Annex
Baton Rouge, Louisiana 70804

Dear Mr. McFerrin:

In reference to the attached contract we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis.

2. The services are not available as a product of a prior or existing professional, personal or consulting service contract.

3. When applicable, the requirements for consultant service contracts, as provided for under Subpart B and Subpart C of Act 772, have been complied with.

4. The Department of _____ has developed and fully intends to implement a written plan providing for:

A. The assignment of specific Department personnel to a monitoring and liaison function:

B. The periodic review of interim reports or other indicia of performance to date: and

C. The ultimate use of the final product of the service.
Sincerely,

Attachment C

Suggested checklist for review of personal, professional and consulting contracts

1. Minimum Contract Content:

- | Yes | No | |
|-------|-------|---|
| _____ | _____ | 1. Contains a date upon which the contract is to begin and upon which the contract will terminate. |
| _____ | _____ | 2. Contains a description of the work to be performed and objectives to be met. |
| _____ | _____ | 3. Contains an amount and time of payments to be made. |
| _____ | _____ | 4. Contains a description of reports or other deliverables to be received, when applicable. |
| _____ | _____ | 5. Contains a date of reports or other deliverables to be received, when applicable. |
| _____ | _____ | 6. When a contract includes travel and/or other reimbursable expenses, it contains language to effect the following: <ul style="list-style-type: none"> a. Travel and other reimbursable expenses constitute part of the total maximum payable under the contract; or b. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel or other reimbursable expenses; and c. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulation). |
| _____ | _____ | 7. Contains the responsibility for payment of taxes, when applicable. |
| _____ | _____ | 8. Contains the circumstances under which the contract can be terminated either with or without cause and contains the remedies for default. |
| _____ | _____ | 9. Contains a statement giving the Legislative Auditor the authority to audit records of the individual(s) or firm(s). |
| _____ | _____ | 10. Contains an Assignability clause. |
| _____ | _____ | 11. Budget Form BA-22 P.S., fully completed and attached to the contract. |

2. Determination of Responsibility:

- | Yes | No | |
|-------|-------|---|
| _____ | _____ | 1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance. |
| _____ | _____ | 2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements). |
| _____ | _____ | 3. Is able to comply with the proposed or required time of delivery or performance schedule. |
| _____ | _____ | 4. Has a satisfactory record of integrity, judgment and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, |

shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement).

- _____ 5. Is otherwise qualified eligible to receive an award under applicable laws and regulations.
- _____ 6. A contract for consulting services is for \$75,000.00 or more, the head of the submitting agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility was based.
- _____ 7. On subcontracting, it has been established that contractors recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the head of the submitting agency to satisfy standard.

3. Consulting Contract for \$75,000.00 or more:

- _____ Contract file attached and this includes:
- _____ Criteria for Selection.
- _____ Proposals.
- _____ Pertinent Documents.
- _____ Selection Memorandum.

Attachment D
Agency Transmittal Letter

Mr. Thomas McFerrin, Director
Office of Contractual Review
Division of Administration
Fifth Floor - Capitol Annex
P. O. Box 44095
Baton Rouge, Louisiana 70804

Mr. McFerrin:

The following contract(s) is/are being submitted to your office this date for review and approval in accordance with R.S. 39:1481 et. seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency	Contractor	Amount
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Upon approval of said contract(s) please return to:

(List Return Address)

Your cooperation in this regard is greatly appreciated.

Thomas McFerrin
Director

RULE
Office of the Governor
Tax Commission

The following are amendments, adoptions, and changes made to the rules and regulations of the Louisiana Tax Commission entitled Assessment of Real and Personal Property by the Louisiana Tax Commission pursuant to a hearing held in Baton Rouge on April 7, 1981.

The following pages were changed to read: Page 1, Page 2.

Rules
Tax Commission

The purpose of these rules and regulations which are adopted by the Louisiana Tax Commission in accordance with the Administrative Procedures Act is to set uniform guidelines and procedures for the use of reporting forms and appraisal manuals by the assessors. These rules and regulations shall be used by all assessors to implement the criteria for determining fair market value of all property subject to taxation pursuant to R.S. 47:2321 through 47:2332.

Real Property Forms

If an assessor chooses to use the self-reporting form he shall furnish the appropriate self-reporting form, in duplicate, for real property to each property owner within his respective parish or district, on or before February 15 in the year in which the property is to be appraised. Upon completion, the property owner shall return one copy to the assessor by the first day of April of that year or 45 days after receipt, whichever is later, while retaining a copy for his record. The self-reporting forms are to assist the assessor in determining the fair market value of real property and if used shall be delivered to each person in whose name the real property is assessed at least every four years.

LAT 1, the Residential or Homeowner's Report form, is to be used by the owner reporting any property that consists of land with improvements, whether urban or rural, and used for residential purposes. Space is also provided on this form to report improvements other than residences such as barns, sheds, storage bins, etc. This form is also to be used by the owner of any improvement that is located on land owned by someone other than the owner of the improvement.

LAT 2, the Land Report form, is to be furnished to the owner of any parcel of vacant land. This form is also to be furnished, in addition to the Residential or Homeowner's Report form, to each landowner with at least three acres of land, or with land that has produced an average gross annual income of at least \$2,000 in one or more of the designated classifications for the four preceding years. The Land Report form is not the application form for use-value assessment. It is, however, to be used to serve notice of the requirements for obtaining a use-value assessment.

LAT 2A, the Agricultural Building Report form, is a supplement to the Land and/or Residential or Homeowner's Report and is to be furnished where applicable.

LAT 3, the Apartment Report form, in addition to the Land Report, is to be used by the owner of any apartment or residential complex that is not applicable to LAT 1. If the land upon which the apartment is located is not owned by the apartment owner, the Land Report form is not required to be sent to the apartment owner.

LAT 4, any improvement of a commercial or industrial type is to be reported on Form LAT 4.

Personal Property Report Forms

The appropriate self-reporting Personal Property Report form is to be forwarded each year, on or before February 15 in the year in which the property is to be appraised, to each person in whose name the property is assessed. Upon completion, the property owner shall return one copy to the assessor by the first day of April of that year or 45 days after receipt, whichever is later, while retaining one copy for his record.

LAT 5, Personal Property Report form, should be furnished to all individuals, partnerships, corporations, associations, etc., engaged in business and owning personal property. After receiving completed Personal Property Report forms from any business that has consigned merchandise, or leased, loaned or rented equipment, another LAT 5 should be sent to those companies owning such property.

LAT 5a, Tax Exemption Analysis form is to be furnished in addition to LAT 5 to all concerns enjoying a ten year tax exemption granted under Article VII Section 21 (F) of the Constitution.

LAT 6, Loan and Finance Companies form, should be furnished to all loan and finance companies doing business in the parish or taxing district.

LAT 7, Warehouse Stock or Leased Equipment form, deleted 10/27/78. Use LAT 5.

LAT 8, Insurance Companies form, deleted 10/27/78. Request Tax Commission form TC 9.

LAT 9, Industrial and Tax-Exempt Companies form, deleted 10/27/78. Use LAT 5.

LAT 10, Automobile Dealers form, deleted 10/27/78. Use LAT 5.

LAT 11, Watercraft form, should be sent to owners of watercraft domiciled in the parish and to all owners operating watercraft out of the parish on the assessment date. This form should be used as a supplemental to Form LAT 5 for companies that own such property but are not interstate towing or barge line companies whose watercraft is assessed by the Tax Commission as public service properties.

LAT 12, Oil and Gas Property forms, must be filled in completely, including appropriate Louisiana Department of Conservation serial numbers. If property reported in a parish the previous year is not included for the present year, use an attachment stating and specifying the reason, e.g. sold (to whom-name and address), moved out of state, moved to another parish, well plugged and abandoned (a copy of the plugged and abandoned report as filed with the Louisiana Department of Conservation must accompany a claim for plugged and abandoned wells. A work permit to plug and abandon is not acceptable.)

J. Reginald Coco, Jr.
Chairman

RULE

Department of Health and Human Resources Board of Pharmacy

Sec. 27. Institutional Pharmacy Supportive Personnel For Unit Dose Pre-Packaging

1. Definitions:

A. Institutional Pharmacy Supportive Personnel — They are definite pharmacy employees properly identified by name badge and position in a state licensed hospital, skilled nursing or extended care facility, holding a valid pharmacy permit.

B. Unit Dose Pre-Packaging — This is the packaging of individual prescription doses in a suitable container which has been properly labeled as to: identity of the drug generically, chemically or trade marked, strength, manufacturer, expiration date, control number and/or lot number; under the direct and immediate supervision of a registered pharmacist for subsequent dispensing by a registered pharmacist. Unit Dose Pre-Packaging does not include drug reconstitution of admixtures or piggy-back medications.

C. Unit Dose System — A Unit Dose System is that drug distribution system which is pharmacy based, and which involves the dispensing of a properly labeled, Pre-Packaged unit dose drug, in a suitable container, in final dosage form, for subsequent patient administration, for a 24-hour period.

D. Institutional Pharmacy — Institutional pharmacy is an area designed as a pharmacy located in a hospital, skilled nursing or extended care facility, licensed by the Louisiana Department of Health and Human Resources under Title 40, Section 2100 et seq. and also licensed by the Louisiana Board of Pharmacy under Louisiana Revised Statutes of 37:1185.

2. Qualifications: An Institutional pharmacy supportive person shall be at least 18-years-old, hold a high school graduation certificate or its equivalent, and be of good moral character. He or she must have satisfactorily completed a Louisiana Board of Pharmacy approved training program. The program is designed to meet prescribed limited functions, to be performed in a licensed hospital, skilled nursing or extended care facility, holding a valid pharmacy permit issued by the Louisiana Board of Pharmacy.

3. Training: The Louisiana Board of Pharmacy shall approve submitted training programs, consisting of practical, on-the-job training and instruction. The training program shall assure the competence of the institutional pharmacy supportive person, to assist the pharmacist in the Unit Dose Drug Pre-Packaging and Distribution Systems. The Board shall approve, disapprove, suspend or revoke any training program, for failure to conform to the prescribed rules and/or regulations and minimum standards and guidelines established by the Louisiana Board of Pharmacy.

4. Pre-Packaging and Dispensing of Unit Dose Medications:

A. Supportive Personnel: Supportive Personnel may perform the following duties:

(1) Retrieve and receive written doctors' orders, prescriptions, or files.

(2) Perform clerical tasks such as typing labels, and maintaining patient profiles as instructed by supervising pharmacist.

(3) Secretarial: telephoning, type letters, computer input.

(4) Accounting: keep records, accounts receivable, third party reimbursements and posting.

(5) Inventory control: monitor, price, date, invoice, and stock pharmacies and wards, and prepare purchase orders.

(6) Housekeeping: maintain clean and orderly pharmacy.

(7) Physical medication delivery.

(8) Pre-Packaging unit dose medication: Package individual prescription doses under the direct and immediate control and supervision of the registered pharmacist, for subsequent dispensing by a registered pharmacist.

B. Registered Pharmacist

(1) Shall be solely responsible for drug reconstitution of admixtures for oral or parenteral use, and piggy-back medication.

(2) Shall be responsible for initiating, selecting, and retrieving of the bulk drug container for unit dose pre-packaging medication.

(3) Shall supervise the proper labeling of pre-packaged medication as to name of medication, strength, manufacturers control number, expiration date and lot number.

(4) Shall dispense the properly labeled, pre-packaged drug in final unit dose dosage form.

(5) Shall supervise the maintenance of patient profiles.

(6) Shall supervise all pharmacy functions of supportive personnel under his or her direct and immediate control.

5. Ratio: Pharmacist supervision shall be a ratio of one institutional pharmacy supportive person to one pharmacist on duty for related Unit Dose Pre-Packaging function.

Howard B. Bolton
Executive Director

RULE

Department of Health and Human Resources Board of Examiners of Psychologists

The Board approved for final adoption revised Rules and Regulations for Supervised Practice Leading Toward Licensure.

Rules and Regulations for Supervised Practice Leading Toward Licensure

This document details reasonable minimal standards for supervised practice and establishes the legal, administrative and professional responsibility of the licensed psychologist designated as supervisor.

The supervisory function serves a multiplicity of purposes. Supervision provides guidance in administrative issues in the practice setting, continues and expands education in skills, offers emotional support, and provides evaluation for purposes of the supervisee's growth, as well as administrative judgment relative to the supervisee's capacity for autonomous professional function. The supervisor assigns work, sets realistic standards for achievement and offers evaluation of the supervisee's performance. The supervisor offers a perspective on the relationship between the supervisee's assignment, the rest of the setting and the facilities available outside of the setting in order that the supervisee's professional procedures are intelligently placed within the context of all of the systems affecting and influencing the client. In addition to all of this, the supervisor must deal with those personal characteristics of the supervisee which either enhance or interfere with work efficiency. The private actions and behaviors of the supervisee which are not relevant to nor expressed in the work setting shall not be dealt with in the supervisory relationship. The supervisor shall limit supervision to those areas in which he/she has professional expertise, as well as develop the specialized skills necessary to render competent supervision.

Supervised Practice as Prerequisite for Licensure.

I. Duration and Setting of Supervised Practice.

A. Two years of full-time (or equivalent) supervised and documented experience shall be required for licensure.

1. Credit shall not be granted for practice in connection with course work practicum experience for which predoctoral graduate credits are granted.

2. To be credited toward the two full-time requirement each assignment in a setting or integrated program shall be of at least six months duration and at least half-time. Any half-time assignments shall extend the period of supervision proportionately beyond two calendar years. This requirement must be completed within five calendar years; for cause shown, the Board may grant extensions.

3. Internship Programs — A predoctoral internship shall be credited toward the required two years of supervised experience;

a. If that experience was required as a part of the doctoral degree, and was a minimum of two thousand clock hours of supervised practice.

b. Any internship which meets all other criteria of this rule, but is less than two thousand hours in duration, may be credited proportionately toward two years of experience required for licensure:

(1) If that internship covered a minimum of one thousand clock hours.

(2) The applicant or candidate completes all other supervised experience after award of the doctoral degree.

B. Supervised experience shall be credited for professional practice only if obtained in a public or private agency, institution, or organization which will provide an opportunity to utilize a variety of theories and work with a broad range of populations and techniques.

1. The contribution of at least one other discipline whose expertise is germane, into the evaluation and intervention decisions in professional problem areas is a necessary aspect of professional training and practice.

2. Experience in other settings may be considered only by prior arrangement with, and approval of, the Board.

II. Qualifications of Supervisors.

A. Responsibility for the overall supervision of the supervisee's professional growth resides in the licensed psychologist. Supervising psychologists shall have training in the specific area of practice in which they are offering supervision. Specific skill training may be assigned to other specialists, under the authority of the supervising psychologist. The non-psychologist specialist shall have clearly established practice and teaching skills demonstrable to the satisfaction of both the supervising psychologist and the supervisee.

B. The supervisor shall limit the number of persons supervised so as to be certain to maintain a level of supervision and practice consistent with professional standards insuring the welfare of the supervisee and the client.

C. The supervisor shall not be a member of the supervisee's immediate family.

III. Amount of Supervisory Contact. There shall be one hour per week as a minimum for general professional supervision. Exceptions to the requirement must have prior approval by the Board. Specific case discussion and skill training require additional supervisory contact. Supervision is to be conducted on a one-to-one basis, and shall not be substituted for by group seminars or consultation even though they may be excellent training procedures in their own right. It is likely that more than one hour per week would be required, especially with supervisees of lesser experience.

IV. Conduct of Supervision.

A. The Board recognizes that the variability in preparation for practice of the trainee will require individually tailored supervision. The specific content of the supervision procedures will be worked out between the individual supervisor and the supervisee.

B. The licensed psychologist who provides supervision for the candidate for licensure must have legal functional authority

over and professional responsibility for the work of the supervisee. This means that the supervisor must be available to the supervisee at the point of the decision making. The supervisor's relationship with the supervisee shall be clearly differentiated from that of consultant, who may be called in at the discretion of the consultee, and who has no functional authority for, nor none of the legal or professional accountability for the services performed or for the welfare of the client.

C. The licensed psychologist is responsible for the delivery of services, the representation to the public of services, and the supervisor/supervisee relationship.

1. All clients will be informed of the availability or possible necessity of meetings with the supervising psychologist at the request of the client, the supervisee, or the psychologist. The supervisor will be available for emergency consultation and intervention.

2. All written communication will clearly identify the licensed psychologist as responsible for all psychological services provided. Public announcement of services and fees, and contact with the public or professional community shall be offered only by or in the name of the licensed psychologist. It is the responsibility of both the supervising psychologist and the supervisee to inform the client to whatever extent is necessary for the client to understand, of the supervisory status and other specific information as to supervisee's qualifications and functions.

3. Billing and receipt of payment is the responsibility of the employing agency or the licensed psychologist. The setting and the psychological work performed shall be clearly identified as that of the licensed psychologist. The physical location where services are delivered may not be owned, leased, or rented by the supervisee.

4. The Supervisor must be paid either directly by the client or by the agency employing the supervisee. The supervisee may not pay the supervisor for supervisory services, nor may the supervisee and/or his/her immediate family have any financial interest in the employing agency.

5. The supervising psychologist is responsible for the maintenance of information and files relevant to the client. The client shall be fully informed, to whatever extent is necessary for that client to understand, that the supervising psychologist or the employing agency is to be the source of access to this information in the future.

D. In the event the supervisee publicly represents himself/herself inappropriately, or supervision is not conducted according to this part (IV), the Board may rule that any experience gained in that situation is not commensurate with ethical standards and thus is not admissible as experience toward licensure. The Board may further rule that any psychologist providing supervision under those circumstances is in violation of ethical standards which results in disciplinary action such as suspension or revocation of licensure.

V. Evaluation and Accreditation of Supervised Practice.

A. The Board shall require submission of information by the supervisor(s) which will enable it to evaluate and credit the extent and quality of the candidate's supervised practice. The form requesting such information shall cover the following:

1. Name of supervisee
2. Educational level of supervisee.
3. Supervisor's name, address, license number, date and state in which granted, and area of specialization.
4. Name and nature of setting in which supervised practice took place.
5. Dates of practice covered in this report.
6. Number of practice hours during this period.
7. Supervisee's duties.
8. Number of one-to-one supervisory hours.

9. Assessment of supervisee's performance.

B. The Board may also require the supervisee to submit reports.

C. Supervised practice time during which the supervisor deems the supervisee's performance to have been unacceptable shall not be credited toward the required supervised practice hours.

Wayne A. Greenleaf, Ph.D.
Chairman

RULE

**Department of Health and Human Resources
Office of Family Security**

The Department of Health and Human Resources, Office of Family Security, has adopted a 14.4 percent increase in the Aid to Families with Dependent Children (AFDC) and General Assistance (GA) Need Standards.

Revised Statute 46:447 of the 1978 Legislature requires that the Office of Family Security establish AFDC and GA Need Standards, and that those standards be adjusted each year effective January 1, to reflect the cost of living increase as reported in the Department of Labor's Consumer Price Index.

The current need standards are shown in parentheses. Using a 14.4 percent increase standard, the new AFDC and GA Need Standards are as follows:

Size of Household	Non-Urban	Urban
1	\$ 159(139)	\$ 173(151)
2	296(259)	331(289)
3	419(366)	460(402)
4	522(456)	565(494)
5	621(543)	667(583)
6	712(622)	760(664)
7	805(704)	849(742)
8	895(782)	939(821)
9	979(856)	1025(896)
10	1067(933)	1112(972)
11	1160(1014)	1206(1054)
12	1256(1098)	1302(1138)
13	1358(1187)	1395(1219)
14	1456(1273)	1494(1306)
15	1557(1361)	1595(1394)
16	1657(1448)	1702(1488)
17	1757(1536)	1785(1560)
18	1857(1623)	1898(1659)
	For each additional person, add \$108.00	For each additional person, add \$118.00

GA Need Standard

Size of Household	GA Need Standard
1	\$262(229)
2	331(289)

George A. Fischer, Secretary
Department of Health and Human Resources

RULE

Department of Health and Human Resources Office of Human Development

As provided for in the Appropriations Act of the 1980 Louisiana Legislature, the Department of Health and Human Resources, Office of Human Development hereby adopts the following rule changes which increase (as shown) the fees or rates paid for the following Foster Care services:

1. Monthly board rate for a foster child in Foster Family Care under age six - from \$4.78 per day (\$146.00 per month) to \$5.24 per day (\$160.00 per month).
2. Monthly board rate for a foster child in Foster Family Care between the ages of six years and 12 years - from \$5.57 per day (\$170.00 per month) to \$6.11 per day (\$185.00 per month).
3. Monthly board rate for a foster child in Foster Family Care ages 13 or older - from \$6.36 per day (\$193.50 per month) to \$6.98 per day (\$212.00 per month).
4. Initial Replacement Clothing Allowance - from \$150.00 to \$175.00.
5. Physician's fee for required annual physical examination of Foster Parent - from \$20.00 to \$25.00.
6. Monthly subsidy payment for specialized foster homes - from \$600.00 to \$700.00.

George A. Fischer, Secretary
Department of Health and Human Resources

RULE

Department of Natural Resources Office of Environmental Affairs

Section 17.12 of the Louisiana Environmental Control Commission Regulation shall be changed to read as follows:

17.12 Emission Inventory. Emission inventory data must be submitted to the Department for any facility or location which has 100 or more tons/year of emissions of any single pollutant. Emission data for smaller source shall be supplied upon request. This data must be submitted in machine readable format and must be updated annually if emission changes significantly. A significant emission change shall be considered to be a change in emissions of five percent or more from an emission source (stack, vent or fugitive) from emission levels currently on file for that source. An emission change of less than one ton/year will also be considered insignificant for this regulation. Any emission inventory submitted to the department shall include all emission sources.

Grouping of similar smaller emission points is suggested to simplify reporting. Sources with less than ten emission points can be considered for an exemption to supplying the emission data in machine readable format upon request if this creates a hardship. All emissions except carbon dioxide, water vapor, air and nitrogen shall be reported.

Any request for Emission Inventory data (initial request or update) shall be furnished to the Department within 90 days of the request. Failure to provide adequate emission inventory data within this time period can cause commission action which could result in a revocation of the source, permit or a possible fine.

Copies of the above revision are available from the Department of Natural Resources (Natural Resources Building - Sixth Floor), Office of Environmental Affairs, Air Quality Division, Box 44066, Baton Rouge, Louisiana 70804.

B. Jim Porter
Assistant Secretary

RULE

Department of Public Safety Office of State Police Regulations Governing Toxic Substances Emergency Plan Part 1

§1.1 Authority

(a) These regulations governing emergency plans relative to the storage and maintenance of toxic gases is established by the Department of Public Safety as mandated by Act 642 of the Regular Session of the Legislature 1979 and Act 364 of the 1980 Legislature amending LRS 40:1299.100.

(b) These regulations may be cited as the "Toxic Substance Emergency Plan Regulations."

§1.2 Definitions

For the purpose of these regulations the words defined have the following meaning, unless the context of use already indicates otherwise:

"Act" means Act 364 of 1980 and Act 642 of 1979.

"Department" means the Department of Public Safety.

"Secretary" means the Secretary of the Department of Public Safety.

"Plant or Industrial Facility" means a structure, impoundment or other unit of land, together with appurtenances used for treatment, storage or disposal of a toxic substance manufactured, stored, or maintained.

"Toxic Substance" gas, other than natural gas, under ambient temperature and atmospheric pressure or vapor; which on intense or continued exposure through inhalation and/or absorption could cause temporary incapacitation or residual injury unless prompt medical treatment is given, including those requiring use of respiratory protective equipment with independent air supply.

This definition is consistent with National Fire Protection Association Health Hazard Classification 2 or greater. References include:

1) "Hazardous Chemicals Data," NFPA No. 49-1975.

2) "Fumigation," NFPA No. 57-1973.

3) "Fire Hazard Properties of Flammable Liquids, Gases, Volatile Solids," NFPA No. 325 M.-1977.

This shall include but not be limited to the list of toxic substances in Part IV of these regulations.

§1.3 Requirements

(a) Each plant or industrial facility located within the State of Louisiana wherein any toxic substance is regularly manufactured, stored, or maintained in quantities capable of escaping the boundaries or perimeters of such plant or industrial facility in sufficient concentrations to cause death or serious bodily harm to persons outside said boundaries or perimeters shall prepare and submit an emergency plan for immediate notification of the proper public safety authority. Said plan shall be put into effect upon the release of such toxic substances beyond said boundaries or perimeters. The plan shall be submitted to and approved by the Secretary of Department of Public Safety. Copies shall be furnished to the local sheriffs, fire, and municipal police departments by each plant or industrial facility.

(b) The requirements of this Section shall be applicable to all nuclear reactors within the State of Louisiana and the escape of radioactivity therefrom.

Part II - Emergency Plan

§2.1 Requirements

The plan shall be submitted on The Toxic Substance Emergency Plan, form DPSSP 4014 no later than August 31 of 1981 and shall be updated and resubmitted no later than January

31 of each calendar year. The plan shall include, but not be limited to, the following information:

(a) Principal chemical product(s) which are maintained, stored or manufactured.

(b) From whom and to whom immediate notification will be made when leak or spill occurs.

(c) Name, and/or title, address, and phone number(s) of person(s) responsible for supervising the emergency.

Part III - Enforcement

§3.1 Penalties

Any person or corporate entity in violation of the provisions of this Act shall be fined not more than \$25,000. Fines collected pursuant to this Act shall be distributed on a pro rata basis to the governing authority of the parish or parishes wherein the offending plant or industrial facility is located.

Part IV - List of Toxic Substances

Acetaldehyde	Carbolic Oil	Endrin	Methyl Formate
Acetic Acid	Carbon Bisulfide	Epichlorohydrin	Methylhydrazine
Acetic Anhydride	Carbon Monoxide	Ethoxydihydropyran	Methyl Isobutyl Carbinol
Acetone Cyanohydrin	Carbon Tetrachloride	Ethyl Acetoacetate	Methyl Isobutyl Ketone
Acetonitrile	Caustic Potash Solution	Ethyl Acrylate	Methyl Isopropenyl
Acetylacetone	Caustic Soda Solution	Ethylaluminum Dichloride	Methyl Mercaptan
Acetyl Chloride	Chlorine	Ethylamine	Methyl Methacrylate
Acrolein	Chloroacetophenone	Ethylbenzene	Methyl Parathion
Acrylic Acid	Chloroacetyl Chloride	Ethyl Chloride	1-Methylpyrrolidone
Acrylonitrile	Chlorobenzene	Ethylene Chlorohydrin	Methyltrichlorosilane
Adiponitrile	Chloroform	Ethylene Cyanohydrin	Methyl Vinyl Ketone
Aldrin	Chlorohydrins (Crude)	Ethylenediamine	Monochloroacetic Acid
Allyl Alcohol	p-Chlorophenol	Ethylene Dibromide	Monoethanolamine
Allyl Bromide	Chloropicrin, Liquid	Ethylene Dichloride	Morpholine
Allyl Chloride	Chlorosulfonic Acid	Ethylene Glycol Monobutyl Ether	Naphthalene, Molten
Allyl Chloroformate	Chromic Anhydride	Ethyleneimine	1-Naphthylamine
Aluminum Chloride	Collodion	Ethylene Oxide	Nicotine
Ammonia, Anhydrous	Creosote, Coal Tar	Ethyl Ether	Nitric Acid
Ammonium Bifluoride	Cresols	Ethyl Formate	4-Nitroaniline
Ammonium Nitrate	Crotonaldehyde	Ethylhexaldehyde	Nitrobenzene
Ammonium Perchlorate	Cupriethylenediamine Sol.	2-Ethyl Hexanol	Nitrogen Tetroxide
n-Amyl Mercaptan	Cyanoacetic Acid	2-Ethylhexyl Acrylate, Inhibited	4-Nitrophenol
n-Amyl Nitrate	Cyanogen	Ethyl Lactate	Oleum
Aniline	Cyanogen Bromide	Ethyl Mercaptan	Oxalic Acid
Benzaldehyde	Cyclohexylamine	Ethyl Methacrylate	Oxygen, Liquefied
Benzene	p-Cymene	Ethyl Nitrite	Parathion, Liquid
Benzene Hexachloride	Decaborane	Ethyl Silicate	Pentaborane
Benzoyl Chloride	Decahydronaphthalene	Ethyltrichlorosilane	Pentachlorophenol
Benzyl Alcohol	n-Decylbenzene	Fluorine	Perchloric Acid
Benzyl Bromide	Di-n-Butylamine	Fluosilicic Acid	Phenol
Benzyl Chloride	Di-n-Butyl Ether	Formaldehyde Solution	Phosgene
Beryllium Metallic	o-Dichlorobenzene	Formic Acid	Phosphoric Acid
Bromine	1,2-Dichloroethylene	Furfural	Phosphorus Pentasulfide
Bromine Pentafluoride	Dichloromethane	n-Hexaldehyde	Phosphorus Trichloride
Bromobenzene	Dichloropropane	Hexylene Glycol	Phosphorus White
Butadiene, Inhibited	Diethylenetriamine	Hydrazine	Phthalic Anhydride
n-Butyl Acrylate	Diisopropanolamine	Hydrochloric Acid	Piperazine
n-Butylamine	Diisopropylamine	Hydrofluoric Acid	Potassium Cyanide
sec-Butylamine	Dimethylamine	Hydrogen Bromide	Potassium Dichloro-s-
Butylene Oxide	Dimethyldichlorosilane	Hydrogen Chloride	Triazinetrione
n-Butyl Mercaptan	Dimethyl Ether	Hydrogen Cyanide	Potassium Hydroxide
n-Butyl Methacrylate	1,1-Dimethylhydrazine	Hydrogen Fluoride	Potassium Peroxide
Butyltrichlorosilane	Dimethyl Sulfate	Hydrogen Peroxide	Propionaldehyde
iso-Butyraldehyde	Dimethyl Sulfide	Hydrogen Sulfide	Propionic Acid
n-Butyraldehyde	2,4-Dinitroaniline	Isobutylamine	Propionic Anhydride
n-Butyric Acid	2,4-Dinitrotoluene	Isophrone	Propylene Oxide
Cadmium Nitrate	1,4-Dioxane	Isoprene	Pyridine
Calcium Cyanide	Diphenylamine	Isopropylamine	Quinoline
Calcium Hypochlorite	Di-n-Propylamine	Isopropyl Ether	Sodium
		Ketone, Inhibited	Sodium Cyanide
		Lauryl Mercaptan	Sodium Dichloro-s-
		Lead Arsenate	Triazinetrione
		Lithium Aluminum Hydride	Sodium Fluoride
		Maleic Anhydride	Sodium Hydroxide
		Mesityl Oxide	Sodium Sulfide
		Methyl Acrylate	Styrene
		Methylamine	Sulfur Dioxide
		Methyl Amyl Alcohol	Sulfuric Acid
		Methyl Bromide	Sulfuric Acid, Spent
		Methyl n-Butyl Ketone	Sulfur (Liquid)
		Methyl Chloride	Sulfur Monochloride
		Methyl Cyclopentane	Tetraethylenepentamine
		Methyldichlorosilane	Tetraethyl Lead
		Methylethylpyridine	Tetrafluoroethylene,
		Methyl Formal	Inhibited

Tetrahydrofuran	Trimethylamine
Tetramethyl Lead	Vinyl Acetate
Titanium Tetrachloride	Vinyl Chloride
Toluene	Vinylidene Chloride, Inhibited
Toluene, 2,4-Diisocyanate	Vinyl Methyl Ether, Inhibited
o-Toluidine	Vinyltoluene
Trichlorosilane	m-Xylene
Trichloro-s-Triazinetrione	o-Xylene
Triethanolamine	p-Xylene
Triethylaluminium	Xylenol
Triisobutylaluminum	

Donald S. Bollinger
Secretary

RULE

Department of Transportation and Development

Notice is hereby given that the Louisiana Department of Transportation and Development adopted the following standard specification for diesel fuel oils to provide that:

Standard Specification for Diesel Fuel Oils

1. Scope

1.1 This specification covers three grades of diesel fuel oils suitable for various types of diesel engines.

1.2 This specification, unless otherwise provided by agreement between the purchaser and the supplier, prescribes the required properties of diesel fuels at the time and place of delivery.

NOTE 1—Nothing in this specification shall preclude observance of federal, state, local regulations which may be more restrictive.

NOTE 2—The values stated in SI units are to be regarded as the standard. The values stated in U.S. customary units are for information only.

2. Requirements

2.1 The grades of diesel fuel oils herein specified shall be hydrocarbon oils conforming to the detailed requirements shown in Table 1.

3. Test Method

3.1 The requirements enumerated in this specification shall be determined in accordance with the following methods:

3.1.1 Flash Point—ASTM Method D 93, Test for Flash Point by Pensky-Martens Closed Tester, except where other methods are prescribed by law. For Grades No. 1-D and No. 2-D, ASTM Method D 56, Test for Flash Point by Tag Closed Tester may be used as an alternate with the same limits, provided the flash point is below 79°C (175°F) and the viscosity is below 5.5 cSt (or mm²/s) at 40°C (100°F). This method will give slightly lower values. In cases of dispute, Method D 93 shall be used as the referee method.

3.1.2 Cloud Point—ASTM Method D 2500, Test for Cloud Point of Petroleum Oils. ASTM Method D 3117, Test for Wax Appearance Point for Distillate Fuels may also be used since the two are closely related. In case of dispute Method D 2500 shall be the referee method.

3.1.3 Water and Sediment—ASTM Method D 1796, Test

for Water and Sediment in Crude Oils and Fuel Oils by Centrifuge.

3.1.4 Carbon Residue—ASTM Method D 524, Test for Ramsbottom Carbon Residue of Petroleum Products.

3.1.5 Ash—ASTM Method D 482, Test for Ash from Petroleum Products.

3.1.6 Distillation of No. 1-D and No. 2-D Fuel Oils—ASTM Method D 86, for Distillation of Petroleum Products.

3.1.7 Viscosity—ASTM Method D 445, Test for Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity), or by conversion in accordance with ASTM Method D 2161, Conversion of Kinematic Viscosity to Saybolt Universal Viscosity or to Saybolt Furol Viscosity.

3.1.8 Sulfur—ASTM Method D 129, Test for Sulfur in Petroleum Products by the Bomb Method.

3.1.9 Corrosion—ASTM Method D 130, Test for Detection of Copper Corrosion from Petroleum Products by the Copper Strip Tarnish Test, 3 h test at 50°C.

3.1.10 Cetane Number—ASTM Method D 613, Test for Ignition Quality of Diesel Fuels by the Cetane Method.

APPENDIXES

X1. Significance of ASTM Specification For Diesel Fuel Oils

X1.1 Introduction

X1.1.1 The properties of commercial fuel oils depend on the refining practices employed and the nature of the crude oils from which they are produced. Distillate fuel oils, for example, may be produced within the boiling range of 150 and 400°C (300 and 755°C) having many possible combinations of various properties such as volatility, ignition quality, viscosity, and other characteristics.

X1.2 Grades

X1.2.1 ASTM Specification D 975 for Diesel Fuel Oils is intended as a statement of permissible limits of significant fuel properties used for specifying the wide variety of commercially available diesel fuel oils. Limiting values of significant properties are prescribed for three grades of diesel fuel oils. These grades and their general applicability for use in diesel engines are broadly indicated as follows:

X1.2.2 Grade No. 1-D—Grade No. 1-D comprises the class of volatile fuel oils from kerosine to the intermediate distillates. Fuels within this grade are applicable for use in high-speed engines in services involving frequent and relatively wide variations in loads and speeds, and also for use in cases where abnormally low fuel temperatures are encountered.

X1.2.3 Grade No. 2-D—Grade No. 2-D includes the class of distillate gas oils of lower volatility. These fuels are applicable for use in high-speed engines in services involving relatively high loads and uniform speeds, or in engines not requiring fuels having the higher volatility or other properties specified for Grade No. 1-D.

X1.2.4 Grade No. 4-D—Grade No. 4-D covers the class of more viscous distillates and blends of these distillates with residual fuel oils. These fuels are applicable for use in low- and medium-speed engines employed in services involving sustained loads at substantially constant speed.

TABLE 1 Detailed Requirements for Diesel Fuel Oils^{A,H}

Grade of Diesel Fuel Oil	Flash Point, °C	Cloud Point °C (°F)	Water and Sediment, vol %	Carbon Residue on, 10 % Residuum, %	Ash, weight %	Distillation Temperatures, °C (°F)		Viscosity				Sulfur, ^D weight %	Copper Strip Corrosion	Cetane Number ^E
						90 % Point		Kinematic, cSt ^G at 40°C		Saybolt, SUS at 100°F				
	Min	Max	Max	Max	Max	Min	Max	Min	Max	Min	Max	Max	Max	Min
No. 1-D A volatile distillate fuel oil for engines in service requiring frequent speed and load changes	38 (100)	^B	0.05	0.15	0.01	...	288 (550)	1.3	2.4	...	34.4	0.50	No. 3	40 ^F
No. 2-D A distillate fuel oil of lower volatility for engines in industrial and heavy mobile service.	52 (125)	^B	0.05	0.35	0.01	282 ^C (540)	338 (640)	1.9	4.1	32.6	40.1	0.50	No. 3	40 ^F
No. 4-D A fuel oil for low and medium speed engines.	55 (130)	^B	0.50	...	0.10	5.5	24.0	45.0	125.0	2.0	...	30 ^F

^A To meet special operating conditions, modifications of individual limiting requirements may be agreed upon between purchaser, seller, and manufacturer.

^B It is unrealistic to specify low-temperature properties that will ensure satisfactory operation on a broad basis. Satisfactory operation should be achieved in most cases if the cloud point (or wax appearance point) is specified at 6°C above the tenth percentile minimum ambient temperature for the area in which the fuel will be used. The tenth percentile minimum ambient temperatures for the U.S. are shown in Appendix X2. This guidance is of a general nature; some equipment designs, use flow improver additives, fuel properties, and/or operations may allow higher or require lower cloud point fuels. Appropriate low temperature operability properties should be agreed on between the fuel supplier and purchaser for the intended use and expected ambient temperatures.

^C When cloud point less than -12°C (10°F) is specified, the minimum viscosity shall be 1.7 cSt (or mm²/s) and the 90 % point shall be waived.

^D In countries outside the U.S.A., other sulfur limits may apply.

^E Where cetane number by Method D 613 is not available, ASTM Method D 976, Calculated Cetane Index of Distillate Fuels² may be used as an approximation. Where there is disagreement, method D 613 shall be the referee method.

^F Low-atmospheric temperatures as well as engine operation at high altitudes may require use of fuels with higher cetane ratings.

^G 1 cSt = 1 mm²/s.

^H The values stated in SI units are to be regarded as the standard. The values in U.S. customary units are for information only.

X1.3 Selection of Particular Grade

X1.3.1 The selection of a particular diesel fuel oil from one of these three ASTM grades for use in a given engine requires consideration of the following factors:

- X1.3.1.1 Fuel price and availability,
- X1.3.1.2 Maintenance considerations,
- X1.3.1.3 Engine size and design,
- X1.3.1.4 Speed and load ranges,
- X1.3.1.5 Frequency of speed and load changes, and
- X1.3.1.6 Atmospheric conditions.

Some of these factors may influence the required fuel properties outlined as follows:

X1.4 Cetane Number

X1.4.1 Cetane number is a measure of the ignition quality of the fuel and influences combustion roughness. The cetane number requirements depend on engine design, size, nature of speed and load variations, and on starting and atmospheric conditions. Increase in cetane number over values actually required does not materially improve engine performance. Accordingly, the cetane number specified should be as low as possible to assure maximum fuel availability.

X1.5 Distillation

X1.5.1 The fuel volatility requirements depend on engine design, size, nature of speed and load variations, and on starting and atmospheric conditions. For engines in services involving rapidly fluctuating loads and speeds as in bus and truck operation, the more volatile fuels may provide best performance, particularly with respect to smoke and odor. However, best fuel economy is generally obtained from the heavier types of fuels because of their higher heat content.

X1.6 Viscosity

X1.6.1 For some engines it is advantageous to specify a minimum viscosity because of power loss due to injection pump and injector leakage. Maximum viscosity, on the other hand, is limited by considerations involved in engine design and size, and the characteristics of the injection system.

X1.7 Carbon Residue

X1.7.1 Carbon residue gives a measure of the carbon depositing tendencies of a fuel oil when heated in a bulb under prescribed conditions. While not directly correlating with engine deposits, this property is considered an approximation.

X1.8 Sulfur

X1.8.1 The effect of sulfur content on engine wear and deposits appear to vary considerably in importance and depends largely on operating conditions. In order to assure maximum availability of fuels, the permissible sulfur content should be specified as high as practicable, consistent with maintenance considerations.

X1.9 Flash Point

X1.9.1 The flash point as specified is not directly related to engine performance. It is, however, of importance in connection with legal requirements and safety precautions involved in fuel handling and storage, and is normally specified to meet insurance and fire regulations.

X1.10 Cloud Point

X1.10.1 Cloud point is of importance in that it defines the temperature at which a cloud or haze of wax crystals appears in the oil under prescribed test conditions which generally relates to the temperature at which wax crystals begin to precipitate from the oil in use.

X1.11 Ash

X1.11.1 Ash-forming materials may be present in fuel oil in two forms: (1) abrasive solids, and (2) soluble metallic soaps. Abrasive solids contribute to injector, fuel pump, piston and ring

wear, and also to engine deposits. Soluble metallic soaps have little effect on wear but may contribute to engine deposits.

X1.12 Copper Strip Corrosion

X1.12.1 This test serves as a measure of possible difficulties with copper and brass or bronze parts of the fuel system.

The specification for diesel fuel oils must meet all of these standards as well as those authorized by and in accordance with Louisiana R.S. 51:788.

Paul J. Hardy, Secretary
Department of Transportation
and Development

RULES

Department of Urban and Community Affairs Governor's Commission on Indian Affairs

The 1980 Louisiana Legislature appropriated funds to the Governor's Commission on Indian Affairs for the purpose of establishing a Higher Education Assistance Program for Native Americans. This program provides for higher education financial assistance for Native American students in Louisiana to attend Louisiana state public junior colleges, colleges, and universities.

The objective of the program is to assist Native American students to continue their education and training beyond high school. The purpose of the program is to develop leadership, improve the education levels of the Indian people, promote self-determination and vocational fields.

The Guidelines have been developed for the purpose of administering the Louisiana Indian Higher Education Assistance Program in an efficient manner.

The Guidelines are addressed to both the institutions of higher education and the Native American students who desire to participate in this educational program. The Governor's Commission on Indian Affairs encourages all parties to familiarize themselves with the details of the Guidelines. Infractions in the following guidelines will cause students to pay their own tuition.

Any questions relative to the Guidelines should be submitted to the Director of Indian Affairs, Governor's Commission on Indian Affairs. Interested persons may submit written comments to Helen Gindrat, Director of Indian Affairs, Box 44455, Baton Rouge, Louisiana 70804.

Louisiana Indian Higher Education Assistance Program

The Governor's Commission on Indian Affairs established a Higher Education Assistance Program for Native Americans, effective July 1, 1979, as a result of the Louisiana Legislature providing funds for the implementation of this needed program. The objective of the program is to assist Native American students to continue their education and training beyond high school. The purpose of the program is to develop leadership, improve the educational levels of the Indian people, promote self-determination and to improve and increase employment opportunities in the professional and vocational fields. This program provides for full educational financial assistance for full-time students and part-time students. Approximately 120 grants will be made to eligible students in the fall, spring, and summer semesters of 1980-1981.

The following eligibility requirements have been established and Native American residents in Louisiana must meet the following criteria:

1. The student must be at least one-eighth degree of American Indian blood and be an enrolled member of a State or Federally recognized tribe, band, or group of Indians. While the program was established to give preference to Native Louisiana Indians, applications from members of other tribes receive full consideration.
2. The student must possess a high school diploma or general equivalency diploma (G.E.D.). (Copy of diploma must be attached to the Higher Education Assistance application).
3. The student must be enrolled or accepted for enrollment as a full-time or part-time student in an accredited Louisiana State public junior college, college, or state university and must maintain an acceptable standing and social conduct within the policies of the institution.
4. The student must have resided in Louisiana for a period not less than 12 consecutive months immediately preceding application for college educational financial assistance.

Application Procedures

Prior to the time of registration at any state public junior college, or state university, each eligible Indian student must possess a certificate of tribal enrollment or verification of tribal enrollment and completion of high school or G.E.D. program equivalency and present it to the Director of Indian Affairs, Governor's Commission on Indian Affairs for approval before a grant award is made. A certificate of eligibility from the Director of Indian Affairs must accompany the student at the time of registration to receive benefits of this program. Application should be made to Helen Gindrat, Executive Director, Governor's Commission on Indian Affairs, Box 44455, Baton Rouge, Louisiana 70804, telephone (504) 925-3759.

Students receiving grant assistance must maintain an acceptable academic standing and social conduct within the policies of the institution and upon completion of an academic year, notify the Registrar's Office to forward an official copy to the Director, Governor's Commission on Indian Affairs, of the student's academic record from the institution.

Louisiana Indian Higher Education Assistance Program

I. Eligibility requirements for Native Americans students. The following eligibility requirements have been established and Native American residents in Louisiana must meet the following criteria:

A. The student must be at least one-eighth degree of American Indian blood and be an enrolled member of a State or Federally recognized tribe, band or group of Indians. While the program was established to give preference to Native Louisiana Indians, applications from members of other tribes receive full consideration.

B. The student must have resided in Louisiana for a period not less than 12 consecutive months immediately preceding application for college tuition and registration fee assistance.

C. The student must possess a high school diploma or G.E.D. (Copy of diploma must be attached to the Higher Education Assistance application.)

D. The student must be enrolled or accepted for enrollment as a full-time (12 semester hours minimum) or a part-time (6 semester hours minimum) student in an accredited Louisiana State public junior college, college, or state university and must maintain an acceptable academic standing and social conduct within the policies of the institution.

E. The student who is presently receiving or who will receive Veteran's eligibility or State rehabilitation benefits, will be considered for assistance, but only after those applicants not eligible to receive any other benefits have been considered for this program.

II. Responsibility of the Applicant.

A. Procedures Applicant must follow.

1. Read the Guidelines.
2. Complete all information on the application form. Do not omit information on the application form. Omitted information will cause your application to be delayed.
3. The student must submit his or her application for assistance to the Director of Indian Affairs, Governor's Commission on Indian Affairs by July 1, for Fall semester, December 1 for Spring semester, and April 1 for the Summer semester assistance.
4. The student must obtain a certificate of eligibility from the Director of Indian Affairs, Governor's Commission on Indian Affairs, and present it to the college or university at the time of registration.
5. If student drops course(s), or does not complete coursework by the end of the semester, the student will not be considered for future tuition assistance.
6. Tuition assistance will not be paid by the state if:
 - a. The application form is incomplete or inaccurate.
 - b. The applicant is ineligible.
 - c. These courses are ineligible:
 1. Non-credit course or audit courses.
 2. Non-instructional credit courses such as examination courses or thesis research courses.
 3. Courses in theology or divinity.
 4. Correspondence courses.
 5. No student shall be allowed to pursue courses at more than one college or university simultaneously under this program.
 6. Courses taken outside the geographical boundaries of the State of Louisiana.
 - d. The application is received by the Director of Indian Affairs after the deadline date.
7. In submitting the application for Higher Education Assistance to the Director of Indian Affairs, Governor's Commission on Indian Affairs, it should be submitted by registered mail with a return receipt requested. Application will be logged in by the agency for consideration.
8. Appeals
 - a. If your application is denied, you may send a letter of appeal to the Governor's Commission on Indian Affairs, with a copy of the letter of denial.
 - b. Any enrolled student whose tuition exemption is denied shall have the right to a due process appeal hearing before the Governor's Commission on Indian Affairs.
- B. Registration
 1. Application for admission to State public junior colleges, colleges, and universities must be in compliance with the college or university regulations, entrance requirements, deadlines, and any other conditions for admission.
 2. Application packages for the Louisiana Indian Higher Education Assistance Program may be obtained from the Governor's Commission on Indian Affairs, Louisiana Indian Tribal Offices, Title IV-Indian Education Program Offices, and Student Aid Offices at the institutions of higher education.
 3. Applications for assistance must be completed and returned to the Director of Indian Affairs, Governor's Commission on Indian Affairs, for review and a certificate of eligibility must accompany the student at the time of registration. The application will be reviewed by the Director of Indian Affairs.
 4. The full-time applicant shall be exempt from paying tuition and related expenses at registration for the fall, spring, and summer semesters provided that the applicant possess a certificate of eligibility at the beginning of each semester from the Office of Management and Finance, Office of Community Services, Department of Urban and Community Affairs. Tuition is defined as registration fee and related student activity fees. Full-time students are eligible for room and board and book fees if applicable.

Part-time students are eligible for tuition and related fees only. Room and board expenses are allowable if student has financial need.

III. Colleges and Universities: Eligibility for Participation.

Colleges and universities located in Louisiana may participate in the Louisiana Indian Higher Education Assistance Program according to the Guidelines stated hereunder:

A. State supported Louisiana colleges and universities. Students may attend any of the following listed state supported Louisiana colleges and universities:

1. Grambling State University
2. Louisiana State University
3. Louisiana Tech University
4. McNeese State University
5. Nicholls State University
6. Northeast Louisiana University
7. Northwestern State University
8. Southern University
9. Southern University of New Orleans
10. University of New Orleans
11. Southeastern Louisiana University
12. University of Southwestern Louisiana
13. Louisiana State University - Shreveport
14. Southern University - Shreveport
15. Louisiana State University - Alexandria

B. Two-Year Public Junior Colleges are eligible institutions. Students may attend any of the following listed state supported two-year public junior colleges.

1. Bossier Parish Community College
2. Delgado Community College
3. L.S.U. at Eunice
4. St. Bernard Parish Community College

IV. Universities and Colleges: Reimbursement Procedures

Colleges and universities participating in the tuition exemption program shall be reimbursed for tuition lost due to student exemptions. Reimbursements shall be made to the colleges and universities by the Department of Urban and Community Affairs, Office of Management and Finance, from state appropriated funds.

A. Tuition Exemption: Definition

Tuition exemption allowable to Native American students is defined and limited as follows: Tuition, for the purpose of this program, is defined as the registration fee and the related student activity fees per semester hour. The state will not reimburse for the restricted courses listed in Section II-6, of the Guidelines.

B. Procedures at Colleges or University

The reimbursement phase of the tuition exemption program shall be in time sequences described below:

1. At the time of registration, the Native American student applicant who possesses a certificate of eligibility, shall be exempt from paying tuition for eligible course work covered in this program.
2. The last date for the colleges and universities to accept student requests for tuition exemption shall be the fourteenth class day of a regular semester or quarter, the seventh class day of a summer session.
3. Two weeks after the fourteenth class day, the college or university shall submit to the Department of Urban and Community Affairs, Office of Management and Finance the following documents:
 - a. Student eligibility certificates.
 - b. A Master list of students enrolled in the tuition exemption program as of the fourteenth class day.
 - c. An invoice for tuition payments.
 4. Upon receipt of invoice, the Office of Management and

Finance of the Department of Urban and Community Affairs shall submit to the participating colleges and universities a check for the full amount of the invoice.

5. The participating colleges or universities shall submit to the Office of Management and Finance, and the Department of Urban and Community Affairs an official transcript of all participants in the tuition exemption program.

V. Application Forms

The Director of Indian Affairs, Governor's Commission on Indian Affairs shall be responsible for the preparation and distribution of application forms to be used in the Louisiana Indian Higher Education Assistance Program.

A. Contents:

The application forms shall include, but not be limited to, the following:

1. Information on degree of Indian Blood eligibility.
2. Information on eligibility based on prior education.
3. Information on residency requirements for eligibility.
4. Information establishing course eligibility.

B. Depositories:

The Governor's Commission on Indian Affairs shall be the central depository for all application forms. In addition, all tribal offices and Title IV, Indian Education Program offices and student aid offices of institutions of higher education shall have applications available for interested Native American students.

Helen B. Gindrat
Executive Director

RULE

Department of Urban and Community Affairs Housing Finance Agency General Rules and Regulations

These rules and regulations of the Louisiana Housing Finance Agency have been adopted in accordance with the provisions of Chapter 13 of Title 49 of the Louisiana Revised Statutes of 1950, as amended (the Louisiana Administrative Procedure Act).

Part 1. General Provisions

Rule 1.01. Definitions

(1) The terms defined in the Act have the same meaning when used in these rules as are ascribed to them in the Act.

(2) "Act" means Chapter 3-A of Title 40 of the Louisiana Revised Statutes of 1950, as amended.

(3) "Adjusted family income" means the gross annual income, from all sources and before taxes or withholding, of all members of a family living in a dwelling unit or housing unit, after deducting the following: unusual or temporary income of any family member, \$1,000 for each family member, earnings of any family member who is a minor under 18 years of age or who is physically or mentally handicapped and the lesser of \$5,000 or ten percent of such gross annual income.

(4) "Agency" means the Louisiana Housing Finance Agency created by the Act.

(5) "Agreement" means the Sale and Service Agreement, in the case of the Agency's insured mortgage loan purchase program, or the Lender Agreement, in the case of the Agency's loans to lenders program.

(6) "Applicant" means a corporation, partnership, joint venture, trust, individual, public body or agency or other entity, making application to receive Agency moneys or services under the act.

(7) "Application" means a request for Agency assistance under the Act made on forms furnished by the Agency and containing such information as the Executive Director requires.

(8) "Executive Director" means the executive director employed by the Agency who is the chief administrative officer of the Agency.

(9) "Family" means: (a) a person who is physically or mentally handicapped; (b) a person who is 62 or more years of age; (c) two or more persons living together not contrary to law; and (d) a single person who is neither handicapped nor 62 or more years of age.

(10) "Feasible housing project" means a proposed housing project as to which the Agency has made a determination that such project can reasonably be expected to be successfully constructed on the proposed site within cost limitations acceptable to the Agency and can reasonably be expected to be operated in a fiscally sound manner.

(11) "Housing unit" means living accommodations intended for occupancy by a single family (1-4 units) and which will be owned by the occupant thereof.

Rule 1.02. Persons or Families of Low or Moderate Income

(1) With respect to a housing project or a housing unit financed by an insured mortgage loan, which insured mortgage loan is a federally aided mortgage in whole or in part, the Agency's action in authorizing such mortgage loan shall have the effect of adopting as the Agency's income limitations for initial occupancy of the housing project or part thereof or housing unit, which is financed by a mortgage loan which is a federally aided mortgage, the income limitations for initial occupancy then provided in the federal program pursuant to which the mortgage loan or part thereof qualifies as a federally aided mortgage.

(2) With respect to a housing project or a housing unit financed by an insured mortgage loan not federally aided in whole or in part, the Agency's income limitations for initial occupancy of a housing project or part thereof or housing unit shall be an adjusted family income not exceeding \$40,000 per annum, as evidenced to the satisfaction of the Agency, provided that the Agency by resolution may adjust the maximum income in accordance with changes in the federal Consumer Price Index. In any event, the Agency by resolution may set a lower adjusted family income maximum with respect to any particular housing project or housing unit in order to accomplish the purposes of the Act to provide housing for low and moderate income persons.

Rule 1.03. Asset Criteria

The Agency by resolution may establish asset criteria when it determines that action to be necessary to preserve the integrity of established income limitations and to effectuate the purposes of the Act.

Rule 1.04. Acceptance of Aid and Guarantees

(1) Pursuant to the Act, the Agency, by resolution, may accept financial or technical assistance, including insurance and guarantees, from the federal or state governments or any person or corporations, agree and comply with any condition attached thereto, and authorize and direct the execution on behalf of the Agency of any agreement which it considers necessary or appropriate to implement any such financial and technical assistance, insurance, guarantees or other aid.

(2) Without limitation on the provisions of Subrule (1), the Agency by resolution may accept any guarantee or commitment to guarantee its bonds or notes and authorize and direct the execution on behalf of the Agency of any agreement which it considers necessary or appropriate with respect thereto.

Rule 1.05. Hearings

(1) To inform itself and the public the Agency may hold public hearings anywhere in the state and may limit the scope of such hearings.

(2) A person, firm, corporation or public body or agency, aggrieved by a decision of the Agency or the Executive Director,

may request in writing that the Agency hold a hearing in accordance with the Administrative Procedure Act.

Rule 1.06. Bylaws

The bylaws of the Agency shall be adopted and amended by resolution and shall be public records. The bylaws shall include the time and place of regular meetings, the manner of calling special meetings and such internal procedures as the Agency requires.

Part 2. Applications and Applicant Eligibility

Rule 2.01. Applications

(1) The Agency staff may provide staff services to assist an applicant in complying with the requirements of the Act and these rules. The Executive Director may establish a preapplication procedure.

(2) Forms to be employed for applications may be prepared by the Agency and shall be approved by the Executive Director and shall specify the information to be included therein and the supporting materials to be submitted therewith.

Rule 2.02. Eligible Applicants

(1) An insured mortgage loan, or part thereof, shall not be made or disbursed to an applicant until such time as the applicant is an eligible applicant.

(2) An eligible applicant is an applicant satisfying the criteria established by and in accordance with the Act and these rules and regulations for eligibility to participate in a housing program of the Agency.

Part 3. Feasible Housing Projects

Rule 3.01. Applications

An application for a loan to a lending institution shall require a determination that the proposed housing project is a feasible housing project and shall include information, and where required by the Agency supporting materials and evidence, with respect to:

(a) The status of the applicant as an eligible applicant, or that reasonable steps have been taken to become an eligible applicant.

(b) The site of the proposed housing project, including location, dimensions, ownership, present zoning, present use and occupancy and relocation requirements as to present occupants, present on-site improvements such as streets, utilities and structures, status of off-site utilities and streets, present property taxes and assessments, utility charges and liens or other charges on the land and all physical characteristics of the site that might affect construction.

(c) The status and characteristics of the proposed housing project, including number and size of dwelling units, types of occupancy (ownership, rental or cooperative), rehabilitation or new construction, range of proposed rents, occupancy charges or sales prices, operating expenses, building type, federally aided mortgage or otherwise, and proposed incidental or appurtenant social, recreational, commercial and communal facilities.

(d) The status of the federal, state or private mortgage loan insurance or guarantee for the proposed housing project, if any, and the security to be pledged with respect to the loan from the Agency.

(e) Other matters as to the proposed housing project, the applicant and other parties involved in the housing project as the Agency may require.

Rule 3.02. Processing and Evaluation of Applications

(1) An application for a determination that a proposed housing project is a feasible housing project shall be processed by the Agency on the basis of project evaluation factors hereinafter called the "Agency's evaluation factors" as to economic, physical and social characteristics developed by the Agency.

(2) An applicant may be required to furnish to the Agency supplementary information and to amend the application to cause the proposed housing project to be fully consistent with the Agency's evaluation factors.

(3) Upon completion of the processing and the approval of the application by the Executive Director, the Agency staff analysis of the application and the Executive Director's recommendations with respect thereto shall be presented to the Agency.

(4) Notwithstanding anything in this Rule 3.02 to the contrary, until such time as the Agency shall have an Executive Director and staff, the Agency may process and evaluate applications without recourse to an Executive Director and staff.

Rule 3.03. Determinations of Feasibility and Authorization of Loans

(1) The Agency shall review each analysis and recommendation and, if it determines that the application meets the requirements of the Act and these rules and is consistent with the Agency's evaluation factors, by resolution, it may determine that the proposed housing project is a feasible project and a loan may be made to the lending institution to finance the same.

(2) The resolution shall include determinations by the Agency that:

(a) The proposed housing project will provide housing for persons of low and moderate income.

(b) The applicant has adequate security to secure repayment of the loan and the applicant reasonably expects the owner to achieve successful completion of the proposed housing project.

(c) The proposed housing project will meet a social need in the area in which it is to be located.

(3) The resolution may include such conditions as the Agency considers appropriate with respect to an application for an insured mortgage loan as to a feasible housing project.

Part 4. Insured Mortgage Loans

Rule 4.01. Applications

(1) An application for an insured mortgage loan for a housing project to be funded by the proceeds of the Agency's notes or bonds shall include, where applicable, information, and, where required by the Agency or a lending institution acting on behalf of the Agency, supporting materials and evidence, with respect to:

(a) The status of the applicant as an eligible applicant.

(b) The site of the proposed housing project or housing unit, including location, dimensions, ownership, present zoning, present use and occupancy and relocation requirements as to present occupants, present on-site improvements such as streets, utilities and structures, status of off-site utilities and streets, present property taxes and assessments, utility charges and liens or other charges on the land and all physical characteristics of the site that might effect construction.

(c) The status and characteristics of the proposed housing project, including number and size of dwelling units, type of occupancy (ownership, rental or cooperative), rehabilitation or new construction, building type, federally aided mortgage or otherwise, and proposed incidental or appurtenant social, recreational, commercial and communal facilities.

(d) Identity and qualifications of the design architect, supervisory architect, applicant's attorney, housing consultant, general contractor, marketing or sales agent and management agent.

(e) Proposed marketing plan, reports of market surveys or analyses, schedule of proposed rents, occupancy charges or sale prices, proposed operating budget, proposed management plan, schedule of the proposed uses of the requested mortgage loan and the amounts to be allocated to each such use including the applicant's equity investment where applicable and a proposed construction schedule.

(f) Other matters as to the proposed housing project, the applicant and other parties involved in the housing project as the Agency, the Agency staff and the Executive Director may require.

(2) Notwithstanding the foregoing Subrule, an application for an insured mortgage loan also shall include other matters as to the proposed housing project, the applicant and other parties involved in the housing project as the Agency, the Agency staff and the Executive Director may require.

Rule 4.02. Processing and Evaluation of Applications

(1) An application for the purchase of an insured mortgage loan shall be processed by the Agency or by a lending institution on behalf of the Agency on the basis of the Agency's evaluation factors. The lending institution shall undertake such land appraisals, market surveys and analyses, reviews of the architectural design, site plan and construction costs, materials and methods, and other matters as may be determined to be appropriate to insure that the proposed housing project is consistent in all respects with the Agency's evaluation factors.

(2) An applicant may be required to furnish the Agency and lending institution supplementary information and to amend the application to cause the proposed housing project to be fully consistent with the Agency's evaluation factors.

(3) Upon completion of the processing and approval of the application by the lending institution, the lending institution's analysis of the application and recommendation with respect thereto shall be presented to the Agency.

Rule 4.03. Authorization of Purchase of Insured Mortgage Loans for Housing Projects

(1) The Agency shall review each analysis and recommendation and if it determines that the application meets the requirements of the Act and these rules and is consistent with the Agency's evaluation factors, by resolution, it may authorize the purchase of an insured mortgage loan made to the Applicant.

(2) The resolution shall include determinations by the Agency that:

(a) The Applicant is an eligible applicant.

(b) The proposed housing project will provide housing for persons or families of low or moderate income.

(c) The Applicant is reasonably expected to be able to achieve successful completion of the proposed housing project.

(d) The proposed housing project will meet a social need in the area in which it is to be located.

(e) The proposed housing project may reasonably be expected to be marketed successfully.

(f) All elements of the proposed housing project, including, without limitation, the ownership, design, construction, occupancy, management and operation thereof, have been established in a manner consistent with the Agency evaluation except as to any such elements as are the subject of conditions as to the authorization of the insured mortgage loan as provided in rule 4.04.

(g) In light of the estimated project cost of the proposed housing project, the amount of the insured mortgage loan authorized by such resolution is consistent with such maximum limitations on the ratio of mortgage loan amount to estimated project cost as the Agency by resolution may establish.

Rule 4.04. Conditions and Special Determinations in Authorization

An insured mortgage loan purchase commitment of the Agency, the issuance of which is authorized by an Agency resolution, shall include such conditions as the Agency considers appropriate with respect to the commencement of construction of the proposed housing project, the marketing and occupancy of such housing project and the use, disbursement and repayment of the insured mortgage loan authorized. A mortgage loan purchase commitment may include a financial analysis of the subject housing project, which shall establish the initial schedule of rents or

occupancy charges, the approved budget for operation of the housing project and the schedule of use of the proceeds of the insured mortgage loan.

Rule 4.05. Priorities for Allocation of Moneys for Insured Mortgage Loans

Priorities for allocation of Agency moneys available for the purchase of insured mortgage loans shall be established and reviewed by the Agency. Priorities shall be based on criteria established by the Agency as best effectuating the purposes of the Act including, without limitation, a determination by the Agency of an area's need for housing for persons or families of low or moderate income as compared to the Agency's determination of the overall housing needs of the area.

Part 5. Mortgage Lending Institutions

Rule 5.01. Invitation to Mortgage Lending Institutions

The Agency from time to time by resolution shall approve the submission of the Invitation to mortgage lending institutions to lending institutions with offices in the state. The invitation to mortgage lending institutions shall inform lending institutions of the nature and features of the Agency's insured mortgage loan purchase program and shall in particular state the following:

- (a) the amount of the origination fee which a lending institution may charge a mortgagor;
- (b) the amount of the service fee which a lending institution may charge a mortgagee;
- (c) the definition of the lending institution commitment fee to accompany the Offer to Participate; and
- (d) the definition of the letter of credit which the Agency by resolution may require each lending institution to submit.

Rule 5.02. Offer to Participate

(1) The Agency from time to time by resolution shall approve the form of the Offer to Participate and Agreement for submission to lending institutions with offices in the state. The Offer to Participate made by a lending institution in response to the Invitation shall incorporate the Agreement by reference, shall be a unilateral offer and shall be a binding contract between the Agency and the lending institution upon acceptance and notice of acceptance by the Agency.

(2) The Offer to Participate of a lending institution shall state the aggregate principal amount of the insured mortgage loans it offers to originate pursuant to the Agency's program and the period within which such insured mortgage loans are to be originated. The lending institution shall submit its commitment fee with the Offer to Participate and shall state that it will deliver the letter of credit, if required, at or before the time of the purchase of the Agency's bonds. In addition, the lending institution shall submit with the Offer to Participate a certificate of information which shall detail its historical mortgage loan origination and servicing experience.

(3) The Agency shall notify each lending institution which has submitted an Offer to Participate as to the aggregate principal balance of insured mortgage loans, if any, the Agency will agree to purchase, subject to the conditions set forth in the Agreement. The aggregate principal balance of insured mortgage loans which the Agency will agree to purchase from any lending institution shall not exceed the aggregate principal balance of the insured mortgage loans offered for sale by the lending institution and may be in an amount less than that requested.

Rule 5.03. Allocation of Funds for Insured Mortgage Loan Purchases

The Agency shall in its sole discretion reduce the amount of each Offer to Participate to an amount it deems reasonable in the event that the Agency receives offers to originate more insured mortgage loans than is practical. Such reduction shall be on a pro rata basis, provided that the Agency may consider the historic

origination experiences of the lending institutions and related factors. Priorities for allocation of Agency moneys available for the purchase of insured mortgage loans may be established and reviewed by the Agency. Priorities shall be based on criteria established by the Agency as best effectuating the purposes of the Act including, without limitation, a determination by the Agency of an area's need for housing for persons or families of low or moderate income as compared to the Agency's determination of the overall housing needs of the area.

Rule 5.04. Interest Rate Notice

The Agency, by an interest rate notice, shall notify each lending institution of the interest rate it may charge on the insured mortgage loans and the date of the expected availability of bond or note proceeds to purchase insured mortgage loans.

Rule 5.05. Insured Mortgage Loan Amount

The purchase price of each insured mortgage loan purchased by the Agency shall be as is specified in the Offer to Participate. A lending institution may charge each mortgagor or an insured mortgage loan such fees and charges as are permitted by resolution of the Agency.

Rule 5.06. Terms and Conditions of Insured Mortgage Loans

Insured mortgage loans originated by lending institutions pursuant to the Agency's insured mortgage loan purchase programs shall be subject to and comply with such terms and conditions as shall be established by the Agreement. The mortgage loan purchase commitment shall contain such terms, conditions and requirements as the Executive Director considers appropriate including, without limitation, conditions establishing that the purchase price of the subject housing unit, the method of making payments after the purchase thereof, the security afforded by the interest rate and fees and charges, if any, to be paid by the eligible applicant shall at all times be sufficient to permit the Agency to make the payments on its bonds and notes plus any administrative or other costs to Agency in connection with the transaction.

Rule 5.07. Insured Mortgage Loans for Housing Units

(1) An application by an individual or family for an insured mortgage loan, to be made with the assistance of Agency moneys, for the long-term financing of a housing unit to be purchased by the individual or family, shall include information, and where required by the Agency, supporting materials and evidence, with respect to the status of the applicant as an eligible applicant and to the housing unit proposed to be purchased.

(2) An application for such an insured mortgage loan shall be processed by a lending institution and the lending institution's analysis of such application shall be presented to the Agency.

(3) The Executive Director or his delegate shall review each such analysis and, if he determines that the applicant is an eligible applicant and that the application meets the requirements of the Act and these rules and is consistent with the Agency's evaluation factors as to the housing unit to be purchased, he may purchase the insured mortgage loan pursuant to the mortgage purchase commitment to the applicant's lending institution with respect to the housing unit proposed to be purchased.

Rule 5.08. Administration and Servicing of Insured Mortgage Loans

(1) Each lending institution shall service and administer the insured mortgage loans in accordance with the Agreement.

(2) Without limiting the generality of the foregoing sub-rule, in the event any lending institution is an institution regulated by the FSLIC or FDIC, the Agency may require that such lending institution will agree to service the insured mortgage loans in the manner and according to standards required by such regulatory body and in no event at a lesser standard of service than is maintained on loans owned by such lending institution. In the event any lending institution not so regulated by FSLIC or FDIC,

each such lending institution not so regulated will agree to service the insured mortgage loans in accordance with the then current loan servicing requirements of either FHLMC or FNMA relating to mortgage loans originated and serviced under programs regulated by FHLMC or FNMA, as the case may be.

(3) Each lending institution, in addition, will agree to service the insured mortgage loans in such a manner that the federal, state or private mortgage loan insurance or guarantee is maintained.

Part 6. Agency Loan Documents

Rule 6.01. Agency Loan Documents

(1) Forms of documents to be used with respect to insured mortgage loans and the issuance and sale of the Agency's notes and bonds shall be prepared, and may be revised and amended, by the Agency under direction of the Executive Director on behalf of the Agency, subject to legal requirements.

(2) The appropriate forms of such documents shall be employed with respect to all matters relating to insured mortgage loans.

Rule 6.02. Remedies

The Agency reserves the right to pursue all remedies prescribed by law or in the act for breach or violation of any provision of any Agency loan document described in rule 6.01.

Linton Ardoin
Secretary

RULE

Department of Urban and Community Affairs Office of Consumer Protection

Title 3: Unfair Methods of Competition and Unfair or Deceptive Acts or Practices in Trade or Commerce Chapter II - Unfair and Deceptive Acts or Practices

Section 5007. Deceptive Pricing

A. Definitions - For the purpose of this rule the following definitions shall apply:

(1) "To advertise" as used herein means to inform consumers and to represent by any means such as, but not limited to, oral statements, shelf tags, preticketing, display cards, handbills, and advertisements in newspapers, magazines, or on radio or television.

(2) "Trade area" as used herein means the area in which the seller does business and to which the seller disseminates advertising of his goods or services.

(3) "Advertiser" means any person or firm which advertises prices to consumers.

(4) "Merchandise" means all wares and commodities, including services, such as are ordinarily the objects of trade and commerce.

(5) "Retail grocery outlet" means a place of business that sells to the general public food products and other items that are normally carried in retail grocery stores, except that the provisions of this regulation shall not apply to commissaries or other such stores located on military installations in Louisiana.

B. It shall be an unfair and deceptive act or practice for any seller to do any of the following:

(1) Represent in any manner that by purchasing any of the seller's merchandise, consumers are afforded savings amounting to the difference between the stated selling price and any other price used for comparison with that selling price, unless the comparative price used represents the price at which the merchandise is usually and customarily offered for sale in a legitimate manner or sold at retail in the trade area involved or is the price at which such merchandise has been usually and regularly offered for sale in a

legitimate manner or sold at retail in the recent regular course of seller's business.

(2) Represent that any price is "special," "discount," "sale," "reduced to," or anything except the usual and customary price at which the good or service sells, unless the reduction is in fact from the seller's preceding price or from the bonafide price at which the article was offered for sale for a reasonably substantial period of time.

(3) Using the words "list price," "suggested retail price," "retail price," "ret. price," "regular price," "reg. price," "nationally advertised price," "NAP," or words of similar import to refer to the price of any merchandise, when such price is fictitiously inflated or deceptively higher than the price or prices at which such merchandise is usually and customarily offered for sale in a legitimate manner or sold in the trade area; or otherwise misrepresenting the usual and customary retail selling price or prices of such merchandise in the trade area.

(4) Using the words "regular," "reg.," "retail," "ret.," or words of similar import to refer to the price of any merchandise which is in excess of the price at which such merchandise has been usually and regularly offered for sale in a legitimate manner or sold by retail outlets in the trade area in the regular course of business; or otherwise misrepresenting the usual and customary retail selling price of such merchandise.

(5) a. Failing to keep on file, subject to review by the Office of Consumer Protection, Department of Urban and Community Affairs, or the Attorney General's Office or the Office of the District Attorney in the appropriate judicial district, or any of their employees or duly commissioned agents, the evidence, proof, market survey, or basis supporting the fact that any price compared to a stated selling price is, in truth, the usual and customary price of the person, store, business, or owner, agent, or employee thereof representing the price comparison; or is the usual and customary price at which merchandise has been regularly offered for sale in a legitimate manner or sold by comparable retail outlets in the trade area served by the advertiser.

b. Printed documents furnished by the manufacturer or non-retail distributor indicating suggested retail prices may serve as initial evidence, proof, or basis supporting a comparative price within the requirements of this section. If such printed documents furnished by the manufacturer or non-retail distributor indicating suggested retail prices are not acceptable to the Office of Consumer Protection, Department of Urban and Community Affairs, or the Attorney General's Office or the Office of the District Attorney in the appropriate judicial district or any of their employees or duly commissioned agents, then the burden of proof shall be on such agencies and their employees or commissioned agents to disprove such documents.

(6) Section 5007 shall not act to bar a legitimate and bonafide introductory offer wherein a reduction in price is used for an article that will within the near future have a higher price. For example, it shall not be illegal under Section 5007 to offer a new item for sale for a price of \$75 in order to introduce it to the market and to so state the price as being the reduction from a regular price of \$100 when within the near future the regular selling price of the item will be \$100.

(7) Representing, either expressly or impliedly, lowered prices as a result of some unusual circumstances such as, but not limited to, fire, flood, going out of business, clearance, exceptional purchase, manufacturer's close out, special purchase, unless such unusual circumstance or circumstances are in fact true and the prices are actually lower than the seller's usual prices.

C. Further, it shall be an unfair and deceptive act or practice for any operator of a retail grocery outlet to do any of the following:

(1) Use the words "wholesale" or "cost" or similar lan-

guage in reference to a marked or advertised price unless the price marked is in fact the exact net price paid by the retail grocery outlet for the merchandise. The net price shall include any discounts or allowances. The price marked or advertised shall not include any additional surcharges such as, but not limited to, overhead costs, handling costs, and other such costs.

(2) Advertise that merchandise sold on a cost-plus basis will be sold for a certain price without disclosing both the varying surcharges and the varying actual selling price for each item in the same ad. When cost plus the surcharge is shown as a percentage, that percentage must be a percentage of the cost to the retailer, and the selling price minus the percentage must equal the actual wholesale net price of the item. For example, merchandise advertised at 20 cents but subject to a surcharge of ten percent to 20 percent would have to be also advertised as costing 22 to 24 cents. The highest and the lowest price applicable to each item shall be advertised in the same size type within the same ad.

D. Whoever engages in deceptive advertising violates R.S. 51:1405 (A), prohibiting, inter alia, unfair and deceptive trade practices; provided further that this rule shall not operate as an exclusive definition of prohibited conduct in the area of trade and commerce to which it applies or in any other area of trade and commerce, nor shall it operate as a defense to other activities otherwise deemed to be an unfair method of competition or an unfair or deceptive act or practice in trade and commerce by the State of Louisiana, the Federal Trade Commission, or by the courts of the State of Louisiana or of the United States.

E. If any part of this rule is ever legally declared to be invalid for any reason, the remainder of the rule shall continue in full force and effect, and to this end, this rule is declared to be severable.

F. All rules and regulations or parts thereof in conflict herewith are hereby repealed.

Charles W. Tapp
Assistant Secretary

Notices of Intent

NOTICE OF INTENT

Department of Agriculture Dairy Stabilization Board

The Department of Agriculture, Dairy Stabilization Board will hold a public hearing beginning at 9:00 a.m., Thursday, May 14, 1981, in the Dairy Stabilization Board Office, 4432 Florida Boulevard, Baton Rouge, Louisiana to consider the adoption of a proposed rule pertaining and relating to the following:

Licensed retailers selling fluid milk shall maintain competition in the dairy case.

Interested persons may comment on the proposed regulation, in writing, through May 11, 1981 at the following address: Mr. C. James Gelpi, Director-Attorney, 4432 Florida Boulevard, Baton Rouge, Louisiana 70806.

C. James Gelpi
Director-Attorney

Fiscal and Economic Impact Statement For Administrative Rules

Rule Title: Competition in Dairy Case

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

There is no estimated implementation costs (savings) to agency.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

There is no estimated effect on revenue collections.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

It is anticipated that the groups affected by the proposed rules will have no additional costs to be incurred as a result of the adoption of the rules.

The benefits to be derived from this rule is that free and fair competition will be enhanced which is the cornerstone of our economic system thereby benefitting the consumer and industry alike.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

Competition in the private sector (dairy processing industry) will be enhanced.

C. James Gelpi
Director-Attorney

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

Department of Agriculture Family Farm Council

In accordance with Notice of Intent published on March 20, 1981, the Family Farm Council convened a public hearing for rulemaking purposes at 10:00 a.m. on April 3, 1981. A quorum could not be maintained until the conclusion of said hearing.

Consequently, the Family Farm Council continued the public hearing until May 6, 1981, at 10:30 a.m. when a public hearing will be held at the State Capitol in Baton Rouge to promulgate rules and regulations for the administration of the Family Farm Credit Program, including, but not limited to, the following general categories: definitions; applicant eligibility requirements; conditions for approval of loan guarantee; conditions for approval of interest payment adjustment; time and manner of filing applications; contents of the application; appraisal requirements, including listing of approved appraisers and selection of appraisers; title opinion requirements; Council procedures for initial approval/denial of application for loan guarantee/interest payment adjustment and subsequent notification; re-application and review of determinations; conditions for execution of Family Farm Loan Guarantee Agreement; conditions for execution of Interest Payment Adjustment Agreement; annual determination of eligibility for interest payment adjustment; renewal of interest payment adjustment; default for failure to farm lands purchased with Family Farm Security Loan; procedures upon default for nonpayment; transfer of property secured under a Family Farm Loan Guarantee Agreement; and prohibitions.

Interested persons may secure a copy of the full text of the proposed rules and regulations by written request to Mr. Bryce Malone, Assistant Commissioner for Marketing, Box 44184, Baton Rouge, Louisiana 70804, or in person at the Family Farm Council office at 12055 Airline Highway, Baton Rouge, Louisiana.

Since the public hearing on this matter has been continued, the period for public comment has also been extended. Written comments will be accepted by Mr. Malone, at either of the above addresses, up to and including May 4, 1981, or may be presented in person at the public hearing.

All interested persons will be afforded a reasonable opportunity to submit data, views, or arguments, orally or in writing, as provided by LSA 49:953.

Contingent upon appropriations to support the Family Farm Credit Program at the 1981 Session of the Louisiana Legislature, the rules and regulations proposed for the administration of the Family Farm Credit Program will become effective as of July 1, 1981.

Bob Odom
Commissioner of Agriculture

Fiscal and Economic Impact Statement For Administrative Rules

Rule Title: Family Farm Credit

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

Initial costs for implementation of the program will be \$71,774: salaries for two employees (administrator and clerical), routine operating expenses (supplies, rent, telephone, etc.), and initial purchase of office equipment.

The Department will also request a special appropriation of \$750,000 to \$1 million to set up a Revolving Fund for the payment of interest adjustments at the 1981 Session. This Revolving Fund will support payments of one-half of the interest due on eligible guaranteed loans.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

There will be no direct revenues generated by the program. In the eleventh and subsequent years of the program, monies paid as interest adjustment payments will be repaid to the program.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

Approximately \$50 million should become available from lending institutions for young farmers to purchase Louisiana farm lands.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

There should be no effect on competition in agricultural production. However, employment opportunities in the private sector will increase in direct ratio to the number of Louisiana farm acres purchased and put into production through the guaranty and interest adjustment program.

John Compton

Deputy Commissioner of Agriculture

Mark C. Drennan

Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Agriculture
Livestock Sanitary Board**

In accordance with the provisions of LSA 49:951, et seq., the Administrative Procedure Act, and LSA 3:2223, relative to the authority of the Livestock Sanitary Board relative to the eradication of the disease of brucellosis in cattle, notice is hereby given that the Livestock Sanitary Board will conduct a public hearing on Thursday, May 7, 1981, at 8:30 a.m. in the State Capitol, Baton Rouge, Louisiana.

The purpose of the hearing is to consider the adoption of the proposed new Regulation 30 relative to the payment of indemnities for brucellosis-infected cattle sold for slaughter.

Proposed Rule

Regulation 30: Payment of Indemnities

Section 1. Eligibility for Payment

Producers of registered and grade cattle found to be infected with brucellosis and dairymen whose herds are found to be infected with brucellosis shall be eligible for an indemnity payment for each infected animal slaughtered regardless of the point of concentration where the brucellosis is first identified.

Section 2. Source and Amount of Indemnification

Indemnities may be paid by either the state or federal government. When indemnities are paid by the State of Louisiana, the payments shall be set by motion of the Livestock Sanitary Board and information concerning the level of indemnification shall be made available to all producers of livestock and dairymen.

Section 3. Cattle Owners not Eligible for Indemnification

No indemnity will be paid to livestock dealers, livestock speculators, and/or auction market operators or any other person in the business of buying and/or selling livestock.

Written comments will be accepted by Dr. William B. Fairchild, State Veterinarian, Box 1951, Baton Rouge, Louisiana 70802 up to and including Monday, May 4, 1981, or may be presented in person at the public hearing.

All interested persons will be afforded a reasonable opportunity to submit data, views, or arguments, orally or in writing, at the public hearing, as provided by R.S. 49:953.

Bob Odom

Commissioner of Agriculture

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Brucellosis Indemnification Program

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

None. There will be no changes in procedures or workload of the State agency. The State agency presently pays no indemnities for brucellosis reactors regardless of ownership or point of identification.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

None. No revenues are collected through the indemnity program by either the State or Federal government.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

Livestock dealers, livestock speculators, and market operators will no longer be eligible to receive approximately \$400 per animal from the U.S. Department of Agriculture for brucellosis reactors first identified in the auction market testing program. The loss of this reimbursement is due to federal budget cuts as proposed by the Reagan Administration. No state dollars are available for this purpose.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

None. All livestock offered for sale, regardless of ownership, are subject to testing for brucellosis at the first point of concentration. Therefore, all businesses which constitute the first point of concentration will be subject to the same regulations, thus eliminating any competition among businesses.

C. T. Raby

Assistant Commissioner,
Animal Health Services

Mark C. Drennan

Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Agriculture
Livestock Sanitary Board**

In accordance with the provisions of LSA 49:951, et seq., the Administrative Procedure Act, and LSA 3:2223, relative to the authority of the Livestock Sanitary Board to enact regulations for the eradication of the disease of brucellosis in cattle, notice is hereby given that the Livestock Sanitary Board will conduct a public hearing on Thursday, May 7, 1981, at 8:30 a.m. in the State Capitol, Baton Rouge, Louisiana.

The purpose of the hearing is to consider the adoption of the following additional requirement as a part of Regulation 18 of the Rules and Regulations of the Livestock Sanitary Board:

Proposed Rule

Regulation 18: Governing Area Brucellosis Certification and Recertification

* * * * *

Section 3: Procedures for Reinstatement of "Modified Certified" Status

A. Upon loss of modified certified status in any parish of the State, all cattle herds in the area must be blood-tested for brucellosis to achieve reinstatement of "modified certified" status. Areas losing certification may be re-certified as "modified certified" upon compliance with the requirements set forth in Section 1 hereof.

B. Reinstatement of "modified certified" status may be achieved by vaccination of all adult cattle in the area.

C. If all adult cattle in an area from which "modified certified" status has been removed are not vaccinated on a voluntary basis, a referendum shall be conducted among the producers of all cattle in the area. The referendum shall be conducted as follows:

(1) No later than 90 days following loss of "modified certified" status, the Livestock Sanitary Board in conjunction with all cattle producers' organizations in the area shall call for a referendum. All producers of cattle in the area shall be notified of the scheduled referendum by registered mail.

(2) The referendum shall be conducted by the Livestock Sanitary Board in conjunction with the cattle producers' organization within 90 days after issuance of the call for the referendum. All producers of cattle in the affected area shall be eligible to participate in the referendum.

(3) At the referendum, the question of total mandatory vaccination of all adult cattle in the area shall be submitted to a vote of all producers of cattle in the area.

(4) If a majority of the eligible cattle producers vote in favor of mandatory vaccination of all adult cattle in the area, all producers of cattle in the area shall be required to vaccinate all adult cattle.

Written comments will be accepted by Dr. William B. Fairchild, State Veterinarian, Box 1951, Baton Rouge, Louisiana 70802 up to and including Monday, May 4, 1981, or may be presented in person at the hearing.

All interested persons will be afforded a reasonable opportunity to submit data, views, or arguments, orally or in writing, at the public hearing, as provided by R.S. 49:953.

Bob Odom
Commissioner of Agriculture

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Brucellosis Referendum**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
No effect on expenditures of the agency anticipated. Conduct of the referendum is a part of the regular workload of the agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
None. The brucellosis eradication program does not generate revenues for the agency.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
Reinstatement of the USDA "modified certified" status will allow the free movement of cattle originating in Lafourche Parish (and any area of Louisiana which loses its status in the future). In the absence of authority for free movement, cattle can be sold only for slaughter. Cattle sold for slaughter generally bring from \$110 to \$360 less per animal than animals sold for stock. Therefore, reinstatement of the USDA "modified certified" status will result in a potential increase of \$110 to \$360 per animal sold by Lafourche Parish producers. All testing and vaccinations required will be reimbursed to cattle owners from the U.S. Department of Agriculture.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
Reinstatement of the USDA "modified certified" status will permit free movement of all cattle originating in Lafourche

Parish, thus improving the employment opportunities in Lafourche Parish and resulting in a better competitive position for Lafourche Parish producers with respect to competition with producers from areas holding the "modified certified" status.

C. T. Raby
Assistant Commissioner,
Animal Health Services

Mark C. Drennan
Legislative Fiscal Officer

**NOTICE OF INTENT
Department of Agriculture
Livestock Sanitary Board**

In accordance with the provisions of LSA 49:951, et seq., the Administrative Procedure Act, and LSA 3:2223, relative to the authority of the Livestock Sanitary Board to enact regulations for the eradication of the disease of brucellosis in cattle, notice is hereby given that the Livestock Sanitary Board will conduct a public hearing on Thursday, May 7, 1981, at 8:30 a.m. in the State Capitol, Baton Rouge, Louisiana.

The purpose of the hearing is to consider the adoption of the following amendment to Section 6 of Regulation 8 of the Rules and Regulations of the Livestock Sanitary Board:

Proposed Rule

6. All female calves born in Louisiana must be vaccinated with reduced dose Brucellosis Strain 19 vaccine before leaving the farm and must be permanently identified as vaccinates by tattoo and individually identified by ear tag in right ear applied at the time of vaccination. Tattoos must be applied in right ear. The tattoo will include the U.S. Registered Shield and "V", which will be preceded by a number indicating the quarter of the year (1, 2, 3, or 4) and followed by a number corresponding to the last digit of the year in which the vaccination is done. Registered animals may be identified in lieu of ear tag by individual tattoo of Registered brand number.

Written comments will be accepted by Dr. William B. Fairchild, State Veterinarian, Box 1951, Baton Rouge, Louisiana 70802 up to and including May 4, 1981, or may be presented in person at the public hearing.

All interested persons will be afforded a reasonable opportunity to submit data, views, or arguments, orally or in writing, at the public hearing.

The effective date of any amendment to Section 6 of Regulation 8 will be January 1, 1982.

Bob Odom
Commissioner of Agriculture

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Calfhood Vaccination**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
No direct increase in costs associated with implementation of the program.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
The program does not generate revenues. Consequently, there will be no effect on revenues.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

The elimination of brucellosis will result in increases of \$110-\$360 per animal sold at market under today's prices. An animal without brucellosis can be sold for stock at higher prices, while an infected animal can be sold only for slaughter. Thus, every calf vaccinated should result in a mature animal worth the additional \$110-\$360. Vaccinations are now provided at six months. All vaccinations may be reimbursed to cattle owners through state and federal programs.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

Elimination and/or reduction of brucellosis in Louisiana herds will put Louisiana cattle producers in a better competitive position with respect to competition with out-of-state producers from brucellosis-free states.

C. T. Raby
Assistant Commissioner,
Animal Health Services

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Agriculture
State Market Commission**

In accordance with the provisions of LSA 49:951, et seq., the Administrative Procedure Act, and LSA 3:405, relative to the authority of the State Market Commission to establish state grades of agricultural commodities, notice is hereby given that the State Market Commission will conduct a public hearing on Wednesday, May 6, 1981, at 1:00 p.m. in the office of the Commissioner of Agriculture, twenty-first floor, State Capitol, Baton Rouge, Louisiana.

The purpose of the hearing will be to consider the adoption of comprehensive rules and regulations for the administration of the Meat Grading and Certification Program, including, but not limited to, the following: establishment of official state grades for meat and meat products; general requirements for certification of meat and meat products; requirements for certification of state grades of specific meat and meat products; time limitation for issuance of certificates; waiver of specification requirements; final delivery of product; contractor's obligation; and repeal of previous regulations on the same subject matter.

State Market Commission

Certification of Official State Grades of Meat and Meat Products

In accordance with the authority contained in R.S. 3:405, the Louisiana Department of Agriculture, State Market Commission, hereby repeals its regulations relative to official state grades of meat and meat products adopted on February 2, 1965, and enacts the following regulations governing the establishment and certification of official state grades of meat and meat products:

- 1.0 Establishment of Official State Grades for Meat and Meat Products
- 2.0 General Requirements for Certification of Meat and Meat Products
- 3.0 Requirements for Certification of State Grades of Specific Meats and Meat Products
- 4.0 Time Limitation for Issuance of Certificate
- 5.0 Waiver of Specification Requirements

6.0 Final Delivery of Product

7.0 Contractor's Obligation

* * * * *

1.0 Establishment of Official State Grades for Meat and Meat Products

1.1 Standards established in "Official United States Standards for Grades of Carcass Beef", U.S. Department of Agriculture, Food Safety and Quality Service (CFR, Title 7, Chapter XXVIII, Pt. 2853, Sec. 2853.102-2853.107; shall apply to all Louisiana grades of beef.

1.2 Standards established in "Official United States Standards for Grades of Carcass Pork", USDA, FSQS (CFR, Title 7, Chapter XXVIII, Pt. 2853, Sec.) shall apply to all Louisiana grades of pork.

1.3 Standards established in "Official United States Standards for Grades of Lamb, Yearling Mutton, and Mutton Carcasses", USDA, FSQS (CFR, Title 7, Chapter XXVIII, Pt. 2853, Sec. 2853.122-2853.127) shall apply to all Louisiana grades of mutton and lamb.

1.4 Standards established in "Official United States Standards for Grades of Veal and Calf Carcasses", USDA, Agricultural Marketing Service (CFR, Title 7, Chapter I, Pt. 53, Sec. 53.107-53.111) shall apply to all Louisiana grades of veal and calf.

2.0 General Requirements for Certification of Meat and Meat Products

2.1 The examination, acceptance and certification of meat, prepared meat, meat food products, and edible meat by-products shall be in accordance with U.S. Department of Agriculture Meat Grading Requirements.

2.2 Packaging, packing, closure, sealing, and marking requirements for Louisiana grades of meat and meat products shall be the same as those established in "General Requirements for Institutional Meat Purchase Specifications", U.S. Department of Agriculture, Consumer and Marketing Service, Livestock Division.

2.3 All meats, prepared meats, meat food products and edible meat by-products must originate from animals which were slaughtered or from product items which were manufactured or processed in establishments regularly operated under the supervision of the USDA, Meat and Poultry Inspection Program, or the Louisiana Department of Agriculture Meat and Poultry Inspection Program.

3.0 Requirements for Certification of State Grades of Specific Meats and Meat Products

3.1 All beef products shall be certified in accordance with the standards established in "Institutional Meat Purchase Specifications for Fresh Beef", U.S. Department of Agriculture, Agricultural Marketing Service, Livestock Division.

3.2 All lamb and mutton products shall be certified in accordance with the standards established in "Institutional Meat Purchase Specifications for Fresh Lamb and Mutton", USDA, AMS, Livestock Division.

3.3 All veal and calf products shall be certified in accordance with the standards established in "Institutional Meat Purchase Specifications for Fresh Veal and Calf", USDA, AMS, Livestock Division.

3.4 All fresh pork products shall be certified in accordance with the standards established in "Institutional Meat Purchase Specifications for Fresh Pork", USDA, AMS, Livestock Division.

3.5 All cured, cured and smoked, and fully cooked pork products shall be certified in accordance with the standards established in "Institutional Meat Purchase Specifications for Cured, Cured and Smoked, and Full-Cooked Pork Products", USDA, Food Safety and Quality Service, Meat Quality Division.

3.6 All cured, dried, and smoked beef products shall be certified in accordance with the standards established in "Institu-

ditional Meat Purchase Specifications for Cured, Dried, and Smoked Beef Products”, USDA, AMS, Livestock Division.

3.7 All edible meat by-products shall be certified in accordance with the standards established in “Institutional Meat Purchase Specifications for Edible By-Products, Series 700”, USDA, Consumer and Marketing Service, Livestock Division.

3.8 All sausage products shall be certified in accordance with the standards established in “Institutional Meat Purchase Specifications for Sausage Products”, USDA, Agricultural and Marketing Service, Livestock Division.

4.0 Time Limitation for Issuance of Certificate

4.1 Products prepared for delivery under a purchase order shall not be offered to the Department of Agriculture, Meat Grading and Certification Program, for examination, acceptance and certification more than 72 hours before shipment.

5.0 Waiver of Specification Requirements

5.1 Waivers and amendments to specification requirements may be made only with concurrence of purchaser and contractor.

5.2 A written statement of the precise nature of the changes in the specifications must be provided to the Louisiana Department of Agriculture meat grader prior to grading, examination, acceptance and certification of the product.

6.0 Final Delivery of Product

6.1 Final acceptance of the product will be the responsibility of the purchaser (consignee).

5.2 Products may be rejected for the following reasons:

(a) No certification affixed;

(b) Obvious deviations from specification requirements, without appropriate written notice of changes in specification requirements.

5.3 Purchaser (consignee) may accept product with minor deviations from specification requirements without written statement of agreed-upon changes, but shall do so at purchaser’s risk.

7.0 Contractor’s Obligation

7.1 Contractors furnishing products under these regulations must furnish such assistance as may be necessary to expedite the grading, examination, and acceptance of products.

7.2 The costs of such grading, examination, acceptance, and certification of meat and meat products shall be paid by the contractor at the rate of \$16.00 per hour for each hour of grading, examination, acceptance, or certification service provided, which amount shall be due and payable to the Louisiana Department of Agriculture upon presentation of statement(s) for services rendered.

Written comments will be accepted by Mr. Bryce Malone, Assistant Commissioner for Marketing, Box 44184, Baton Rouge, Louisiana 70804 up to and including May 4, 1981, or may be presented in person at the hearing.

All interested persons will be afforded an opportunity to present data, views, or arguments, orally or in writing, at the said public hearing, in accordance with LSA 49:953.

Bob Odum
Commissioner of Agriculture

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Meat Grading and Certification**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

No direct reduction in savings will occur, because the agency will accommodate the anticipated 66 percent workload increase with existing staff funded at the current level

(plus any required inflationary increases associated with increased travel costs). Implementation of the proposed new rule will however result in savings of \$103,520 which would otherwise be required to support additional staff.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

Enactment of the proposed new rules should result in approximately \$35,000 in additional self-generated revenue. This impact is based on estimates of increased number of pounds of meat to be certified.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

Meat packers who implement improved management techniques will receive a reduction in costs of certification services which will be directly proportionate to the total poundage certified annually. Under the current system, certification services are reimbursed to the Department at 2½ cents per pound of meat certified. Under new rule, meat packers will be required to pay \$16.00 per hour for meat certification services.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

Imposition of the proposed new rules will have no direct effect on competition or employment in the private sector.

Bryce Malone
Assistant Commissioner for Marketing

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Agriculture
State Market Commission**

In accordance with the provisions of LSA 49:951, et seq., the Administrative Procedure Act, and LSA 3:405, relative to the authority of the State Market Commission to adopt rules and regulations governing state grades of agricultural commodities, notice is hereby given that the State Market Commission will conduct a public hearing at 1:00 p.m. on Wednesday, May 6, 1981, in the office of the Commissioner of Agriculture, twenty-first floor, State Capitol, Baton Rouge, Louisiana.

The purpose of the hearing will be to consider amendment of the Commission’s requirements for the Commission’s listing as an approved real estate appraiser or an approved title opinion attorney, as follows:

Proposed Rule

4.2 In order to have his or her name included on the State Market Commission Listing of Approved Appraisers, an applicant shall submit the following information:

(a) Evidence of adequate professional liability insurance,
* * * *

7.2 In order to have his or her name included on the State Market Commission Listing of Approved Attorneys, an applicant shall submit the following information:
* * * *

(b) Evidence of adequate professional liability insurance,
Written comments will be accepted by Mr. Bryce Malone, Assistant Commissioner for Marketing, Box 44184, Baton Rouge, Louisiana 70804 up to and including May 4, 1981, or may be submitted in person at the hearing.

All interested persons will be afforded a reasonable opportunity to present data, views, or arguments, orally or in writing, at the said public hearing, in accordance with R.S. 49:953.

Bob Odom
Commissioner of Agriculture

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: State Market Commission

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
No anticipated increase in either costs or savings.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
No anticipated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
No increase costs to affected individuals and no particular benefits to affected individuals. All applicants will still be required to submit extensive materials, including the evidence of insurance required by the amendment to the existing rule.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
No anticipated effect on competition or employment in the private sector.

Bryce Malone
Assistant Commissioner for Marketing

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

Department of Corrections

The Department of Corrections intends to amend its regulation regarding the selection criteria for the placement and transfer of inmates. The changes will add crimes which will preclude transfer to certain facilities and outline the procedure for transfer of inmates to the Protection Unit. Also the effect of detainees and escapes will be further clarified. Interested persons may obtain a copy of the proposed changes and make written comments through May 4, 1981, at the following address: Richard Crane, Chief Legal Counsel, Department of Corrections, Box 44304, Baton Rouge, Louisiana 70804.

C. Paul Phelps
Secretary of Corrections

**Fiscal and Economic Impact Statement
For Administrative Rules**

**Rule Title: Placement and Transfer of Inmates -
Selection Criteria**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
No fiscal impact due to adoption.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There is no impact as the adoption does not relate to revenue collection.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

Inmates in the custody of the Department of Corrections will not be impacted.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

There will be no impact on competition and employment.

C. Paul Phelps
Secretary of Corrections

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Culture, Recreation and Tourism
Office of Tourism**

The Louisiana Office of Tourism, an office of the Department of Culture, Recreation and Tourism, hereby makes proper notice that it intends to develop and adopt guidelines for the funding and administration of the Act 455 Matching Funds program. These guidelines will be developed in accordance with sound fiscal management and aimed at the smooth and efficient management of this program.

Guidelines

Act 455 Matching Funds Program
Office of Tourism

CONTACT: Mr. Bob Dudden, Assistant Director, Louisiana Office of Tourism, Box 44291, Baton Rouge, Louisiana 70804, Phone: (504) 342-4900.

1. Any non-profit organization desiring funds for a specific tourist promotion project must first be recognized by the local governing body as "a Tourist Promotion Agency or Agencies" in an area authorized to receive this money. For a city or town this would be done by ordinance; for a parish, by resolution of the governing police jury or city parish government.

2. A proposal known as a "letter of intent" shall be made. This letter will be prepared by the Tourist Promotion Agency giving basic details about the project and why it is needed.

3. The applicant must show "proof of local funds." In doing so, a copy of a bank deposit slip must show: (a) the name of the applicant; (b) the amount of deposit equals the amount of request; (c) the name of the project for which the funds are dedicated. There will be no in-kind monies for projects. All money must be on a dollar-per-dollar basis for matching funds grants.

4. Parishes and municipalities situated within a designated Economic Development District shall first submit to that Economic Development District director their applications for participating in the Matching Funds Program provided under Act 455, passed by the Legislature of 1970. Said applications shall be drawn up according to the requirements of Act 455, and subsequently screened by the respective Economic Development District directors. The "deadline for submitting applications" for review is no later than April 1 each year. The staff of the various Economic Development Districts shall assist local communities, parishes, or combinations of parishes in the development of their respective programs. After screening these applications, the Economic Development District directors will forward the applications, with proper recommendations, to the Matching Funds Committee of the Louisiana Tourist Commission, by May 1 of each year.

5. All geographic areas not within organized Economic Development Districts shall apply under the existing requirements of the act and guidelines, directly to the Louisiana Tourist Commission.

6. The Economic Development District will note in its recommendations that any expenditure of funds involving capital improvement or other developments on property, shall be on property which is not owned, controlled, or operated by private individuals, firms, associations, or corporations.

7. The Louisiana Tourist Commission, as provided in the Act creating the Matching Funds Program, shall have final decision in the approval of the application for funds for any and all programs submitted.

8. All requests for these Matching Funds will be studied and appraised by the Matching Funds Committee of the Louisiana Tourist Commission, who will make the final decision on the approval of applications. Following Commission approval, "notice to proceed" will be provided the Tourist Promotion Agency. Those projects disapproved will also be notified and reason for disapproval will be given.

9. Upon submission of evidence of expenditures, matching funds will be supplied by the Louisiana Tourist Commission to the applicant in the form of one-half payment on all valid expenditures submitted on their projects; i.e., if the Tourist Promotion Agency has expended \$2,000.00, the Commission will reimburse one-half that amount, \$1,000.00. Only expenditures incurred on or after the official "notice to proceed" date (as described in paragraph 8) will be accepted for reimbursement.

10. Ninety days prior to the end of the fiscal year (June 30) in which the Act 455 funds are awarded, all projects that have not made an appreciable expenditure on their project will have their project thoroughly reviewed by the Matching Funds Committee of the Louisiana Tourist Commission, with the purpose of reallocating the remaining funds to another project.

11. If the remaining funds are awarded to a new project, the new grantee must expend the funds within that remaining ninety day period. However, if the grantee can show reasonable cause, they may apply for a one-year extension to complete the project.

12. Applicants for matching funds should plan for monies to be spent by June 30 in the fiscal year that the monies are appropriated. If the project cannot be completed during the fiscal year of the appropriation, the applicant may request a one-year extension of time. This request for an extension of time must be in writing and in the hands of the Louisiana Tourist Commission by June 1. If the one-year extension is granted and the applicant fails to spend all monies by the end of the additional year, the grant will automatically be terminated and all monies remaining for that project will be returned to the general fund of the State of Louisiana. (Under no circumstances will more than one extension be granted).

13. Project proposals which will entail more than one year of work for completion should be submitted in phases. If your project will be longer than one year in scope, then your application should reflect the amount of work that can be done and the amount of monies that you will spend within the present fiscal year. The following year you may submit an application indicating this is a supplementary grant to continue work on an existing project, and supplementary grant applications can be submitted yearly until the project is completed.

14. Quarterly Progress Reports must be submitted to the Louisiana Tourist Commission. Failure to do so will be in violation of these guidelines.

These guidelines will determine the review process, dates for submission of applications, eligibility of grantees, as well as outline the process of administering this Act 455 program. Interested persons should communicate their views and opinions to the Office of Tourism, to the attention of Ms. Cornelia Carrier, Capitol Station, Box 44291, Baton Rouge, Louisiana 70804,

(504) 925-3850. Comments and suggestions should be made in writing to the above address. It is the intention of the Office of Tourism to adopt these guidelines 15 days after the publication date of this issue of the Louisiana Register. Copies of these guidelines will be available for public inspection at its offices at 666 North Foster Drive, Baton Rouge, Louisiana or will be mailed to interested parties.

Mrs. Lawrence H. Fox
Secretary, Department of
Culture, Recreation and Tourism

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Act 455 - Guidelines**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
No effect on agency since this change is publication of guidelines already implemented within the agency and affected groups.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
No effect on such collections since revenues are not involved.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
No projected costs to affected groups, however through the adoption of these guidelines, we feel those applicants that do not meet the criteria for funding would be aware of the requirements and avoid the application procedures. This would save the applicant wasted time and also our agency the unnecessary administrative time processing an application that is not eligible to receive funding. Eligible groups will become more aware of the procedures and subsequent changes in these procedures.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
No projected effect.

Mrs. Lawrence H. Fox
Secretary

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

Board of Elementary and Secondary Education

The State Board of Elementary and Secondary Education intends to adopt the following as policy at its April meeting:

1. Amend Bulletin 1134, *Standards and Guidelines for Library Media* to delete Item 8 on the censorship form on page 13, and that Paragraph 5, page 11 of Chapter VI relative to censorship procedures be amended to read as follows:

"Any censorship of media shall be challenged in order to maintain the local system's responsibility to provide information and enrichment. The local school board of education is legally responsible for all matters relating to the operation of its library media centers. The local school board is responsible for adopting a written statement of procedures for meeting the challenge of censorship.

The attached form may be used as a guide for challenged materials.”

2. Amendment to Bulletin 741 to add Page 35A: High School Credit for College Courses for Evaluated Gifted Students as follows:

High School Credit for College Courses
For Evaluated Gifted Students

1. College courses for credit in regard to this section shall be limited to gifted students who have met the evaluation criteria established in Bulletin 1508 (Pupil Appraisal Handbook).
 2. An elementary or secondary student must have at least a 3.0 cumulative average on a 4.0 scale for all subjects taken during the previous two years.
 3. Entry into a college course for credit must be stated in the student’s Individualized Education Program, (I.E.P.).
 4. The student must earn at least two or three college hours of credit per semester. (The two or three hour course per semester shall be counted as one unit of credit toward high school graduation).
 5. The school administrator must establish a procedure with the college to receive reports of the students’ class attendance and performance at six or nine week intervals.
 6. College courses shall be counted as high school subjects for students to meet eligibility requirements in order to participate in extracurricular activities governed by voluntary state organizations.”
3. Amendment to Louisiana State Board of Elementary and Secondary Education Policy and Procedure Manual to:
- a. Delete Board Policy 3.07.11.b.
 - b. Amend language in Board Policy 3.07.11.c to read:
“Any request for a waiver of the age requirement for taking the General Education Test (GED) shall be made directly to the Board.”
4. Amendment to Bulletin 741, *Handbook for School Administrators*, page 8 and 16, to substitute the minimum attendance requirement for elementary and secondary students as follows:
“Each parish school board will have the option of establishing attendance requirements for elementary (grades one through eight) and secondary (grades nine through twelve) students, providing the limit for elementary students is not less than 140 days of attendance per year and secondary students not less than 70 days per semester. Credit will not be given if attendance goes below parish set limits. Exception can be made only in the event of extended personal illness, verified by a physician, or other extenuating circumstances approved in accordance with procedures established by the local school systems.”

Interested persons may comment on the proposed policy, in writing, until 4:30 p.m., May 4, 1981, at the following address: State Board of Elementary and Secondary Education, Box 44064, Baton Rouge, Louisiana 70804.

James V. Soileau
Executive Director

**Fiscal and Economic Impact Statement
For Administrative Rules**

**Rule Title: Amendment to Bulletin 741 to add Page
35A: High School Credit for College
Courses for Evaluated Gifted Students**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
The estimated implementation costs is \$25.00 to \$35.00 for mailing and postage expense.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
It is estimated that there will be no effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There will no no estimated costs to affected groups. Benefits will be provided to gifted students who take college courses for credit and apply these credits to high school graduation.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no effect on competition and employment.

George B. Benton, Jr.
Associate Superintendent of Education

Mark C. Drennen
Legislative Fiscal Officer.

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Amend Bulletin 1134**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
It is estimated that there will be no additional costs or savings to agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
It is estimated that there will be no effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
It is estimated that there will be no additional costs and benefits to affected groups. The benefits derived from adoption of the rule will be due to the fact that standardized policies will be developed by local school boards.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There will be no effect on competition and employment.

George B. Benton, Jr.
Associate Superintendent of Education

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There is an estimated cost for reprinting the pages in the Bulletin and for the dissemination of these changes at a cost of \$500.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There is no estimated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
Students will be required to attend a greater number of school days to receive credit for their courses in those systems which elect to have more stringent attendance regulations.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no estimated effect on competition and employment.

George B. Benton, Jr. Mark C. Drennen
Associate Superintendent of Education Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules**

**Rule Title: Modify BESE Policy and Procedure Manual
Sections 3.07.11.b to 3.07.11.f**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
One Hundred dollars for printing and postage to disseminate modification of five pages of the BESE Policy and Procedure Manual beginning with 3.07.11.b.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There is no estimated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There are no estimated costs or benefits to affected groups.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no estimated effect on competition and employment.

George B. Benton, Jr. Mark C. Drennen
Associate Superintendent of Education Legislative Fiscal Officer

NOTICE OF INTENT

**Board of Trustees for State Colleges
and Universities**

The Board of Trustees for State Colleges and Universities proposes to change its Policies and Procedures Manual concerning athletic eligibility, Part IX, Section 9.5.

Interested persons may obtain further information or submit written comments on this proposed policy change through May 15, 1981 at the following address: Miller Shamburger, Board of Trustees for State Colleges and Universities, Box 44307, Capitol Station, Baton Rouge, Louisiana 70804.

Bill Junkin
Executive Director

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Athletic Eligibility

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There will be no cost to the Board of Trustees.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS (Summary)
There will be no effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
The relatively small cost of preparing the statement will be absorbed by the institutions involved.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There will be no effect on competition and employment.

Bill Junkin Mark C. Drennen
Executive Director Legislative Fiscal Officer

NOTICE OF INTENT

**Board of Trustees for State Colleges
and Universities**

The Board of Trustees for State Colleges and Universities proposes to change its policy concerning the hiring of coaches in its Policy and Procedures Manual, Part IX, Section 9.7.

Interested persons may obtain further information or submit written comments on this proposed policy change through May 15, 1981 at the following address: Miller Shamburger, Board of Trustees for State Colleges and Universities, Box 44307, Capitol Station, Baton Rouge, Louisiana 70804.

Bill Junkin
Executive Director

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Limitation of Coaches

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There will be no implementation costs or savings.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There will not necessarily be any direct effect on budgeted revenues. It is the intent of the Board that any additional costs be generated through restricted funds of the individual colleges and universities.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There is a possibility of increased cost to the institutions if they take advantage of the opportunity to hire additional coaches. However, this additional spending is not mandated by the rule change, and will require Board review and approval on a case-by-case basis. If colleges and universities were to request and receive Board approval for the additional coaches, it is estimated that approximately 13.5 additional coaches could be employed at an additional annual cost of \$256,500 assuming an average salary of \$19,000.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
Institutions may elect to take advantage of the opportunity to hire additional coaches.

Bill Junkin Mark C. Drennen
Executive Director Legislative Fiscal Officer

NOTICE OF INTENT
Board of Trustees for State Colleges
and Universities

The Board of Trustees for State Colleges and Universities proposes to change its Policies and Procedures Manual to include specific policy for the selection of a College or University President when the need arises. This policy will be included in Part VII, Section 7.4 of the Manual.

Interested persons may obtain further information or submit written comments on this proposed policy change through May 15, 1981 at the following address: Miller Shamburger, Board of Trustees for State Colleges and Universities, Box 44307, Capitol Station, Baton Rouge, Louisiana 70804.

Bill Junkin
Executive Director

Fiscal and Economic Impact Statement
For Administrative Rules

Rule Title: Search Committee

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
Implementing this rule will effect neither cost nor savings; it would be necessary to go through some type of search procedure if a vacancy occurs regardless of whether there is an established policy.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There will be no effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There will be no cost to any affected group.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There should be no major change in competition and employment. Candidates for the presidency of an institution will know in advance how the search procedure will be done.

Bill Junkin
Executive Director

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT
Office of the Governor
Division of Administration

The Commissioner of Administration intends to adopt regulations and implement procedures for the procurement of rented or leased space by state agencies.

Proposed Rental and Lease Procedure and Regulations
(For distribution to user agencies)

I.

Authority, Policy and Purpose

A. The Statutes

Louisiana Revised Statutes provide that all agreements for the lease or rental of space shall be made by the agency whose offices and/or activities are to be housed, but shall be made and entered into only with the approval of the Commissioner of Administration.

Louisiana Revised Statutes, Chapter 17 of Title 39 (R.S. 39:1551-1736) with particular reference to 39:1641-1643. The Commissioner has designated the Office of Rentals and Leases to administer this function.

It is the policy of the Division of Administration to acquire for State agencies the best rental or lease space for the least dollar amount with the greatest amount of competition between and among lessors of privately-owned facilities.

Agency is as defined in R. S. 39: 2 (1) and the fact that an agency is a non-budget agency shall not be a test as to whether this Section shall be applicable.

C. Purposes

The purposes of this state of Procedure and Regulations are to simplify and clarify the procurement practices for the renting and leasing of space for State agencies, to provide increased economy and efficiency in procurement activities, to foster more effective competition for bid space and ensure fair and equitable treatment of all persons involved, to enable greater public confidence in the lease procurement process, and to maintain a procurement system of quality and integrity.

D. Exceptions

These provisions do not apply to:

Exempt Agencies.

- (1) Colleges, Universities and Trade Schools.
- (2) The Department of Transportation and Development.
- (3) The Military Department.
- (4) Any agency which is established as a corporate entity and enjoying corporate status.

(5) Any agency or office exempted by executive order of the governor.

Exempt types of space.

- (1) Space for the storage of voting machines.
- (2) Institutional buildings such as hospitals, clinics, and buildings at educational, penal, and correctional institutions.

II.

Space Acquisition Method

The Rental and Lease Section will retain the originals of the pertinent leases and will notify the affected User Agency, reminding them when their lease is about to expire.

Every lease for the use of 2500 square feet or more of space in a privately owned building entered into by a State agency as lessee shall be competitively bid and awarded, pursuant to R.S. 39:1594-1595.

Any lease for the use of less than 2500 square feet may be negotiated by the User Agency, subject to approval by the Division of Administration.

A. Request for Approval

All leases and lease amendments, including amendments both for space of less than 2500 square feet which is to be negotiated, and for 2500 square feet or more which is to be bid, must be preceded by a Request For Approval Form RL-2. The User Agency prepares and forwards to the Rental and Lease Section a Request For Approval Form RL-2 on which agency requests for space, location and terms of lease are detailed. The RL-2A Form gives guidelines to assist the agency in completing RL-2.

In preparing Request For Approval Form RL-2 the User Agency checks its request for space against the "Standards for Capital Projects, Section III B. Net Space Requirement," a copy of which is given in the Appendix.

The Budget Office of the Division of Administration will examine the request in relation to authorized programs, funds, and personnel, and the Rental and Lease Section will approve, take under advisement, or disapprove, the User Agency request, taking into consideration the existing or offered price per square foot of

From La. Register of April 20, 1981

rental space, which is deemed comparable by the Rental and Lease Section.

B. Space Less Than 2500 Square Feet

After approval by the Rental and Lease Section of the requested space of less than 2500 square feet, the User Agency negotiates for the desired space, and submits an RL-1 Form to the Rental and Lease Section. The Rental and Lease Section will submit the RL-1 Form to the Budget Office for approval of the lease expenditure.

The Rental and Lease Section will request the Fire Marshal to make his inspection and report; the Rental and Lease Section will also request liability insurance for the user space. The lease is executed, first by the lessor, then by the lessee, who is the User Agency or Department. Then the lease package, containing four copies of the executed lease, the purchase order, the RL-1, and the Fire Marshal's report is approved or disapproved by the Rental and Lease Section. Should a lease be disapproved it is returned to the Requisitioning Agency. Copies of executed leases are distributed, two copies to the User Agency, and one copy each to the lessor and the Legislative Fiscal Office and the original retained by the Rental and Lease Section. Copies of the Standard State Lease, the RL-2 and RL-2A Forms are given in the Appendix.

C. Space 2500 Square Feet or Greater

1. Advertisement and Notice

As required by R.S. 39:1643, leases for the use of 2500 square feet or more of space are to be awarded pursuant to R.S. 39:1594 which requires adequate public notice of the invitation for bids to be given at least ten days prior to bid opening date. This notice is by written notice to bidders on a bid list maintained by Rentals and Leases and by advertising in the official journal of the state and in a newspaper of general circulation in the parish where the property is to be leased. The requirement of R.S. 39:1643 is implemented in the following manner.

2. The Bid Package

The Rental and Lease Section receives the RL-2 Form from the User Agency and prepares the bid package, which includes:

- RL-3 Invitation to Bid,
- RL-4 Bid Proposal Form,
- RL-5 Specifications for Lease,
- RL-6 Sample Lease.

The Rental and Lease Section forwards the bid package to the User Agency for its final opportunity to review and comment prior to distribution to prospective bidders. Any reservations or objections to the bid package must be submitted to the Rental and Lease Section within five days, and the decision of the Rental and Lease Section as to the reflection of any requested changes is final. Copies of RL-3, RL-4, RL-5 and RL-6, which constitute the bid package, are given in the Appendix.

3. Bid Opening

The bid package is then advertised and transmitted to prospective bidders. Bids are opened by the Rental and Lease Section on the specified date. The Rental and Lease Section evaluates the bids and sends a tabulation to the Assistant Commissioner with a copy to the Legislative Fiscal Officer.

4. Agency Notification and Report

On receipt of bids, the User Agency is notified and has a representative visit all bid premises and the agency reports to the Rental and Lease Section concerning conformity with advertised specifications. The apparent successful bidder is notified of the intent to award and the agency is notified.

5. RL-1 Form and Lease Completion.

Just as for space less than 2500 square feet, the User Agency requesting space of 2500 square feet or more must submit a Space Rental Requisition RL-1 Form to the Rental and Lease Section. The Rental and Lease Section will transmit this form to the

State Budget Office to ascertain that the required funds are budgeted.

The lease completion procedure is also the same as for space less than 2500 square feet. The Rental and Lease Section requests the Fire Marshal to make his inspection and report; the Rental and Lease Section also requests liability insurance for the user space. The lease is executed, first by the lessor, then by the lessee. The lessor must furnish evidence of acceptable financial resources to the Rental and Lease Section as provided in Section V below. The lease package, containing four copies of the executed lease, the purchase order, the RL-1, the Fire Marshal's report and a copy of the advertisement of the bid, is approved by the Rental and Lease Section. Following this approval, copies of the executed and approved lease are distributed, two copies to the User Agency, and one copy each to the lessor, the Legislative Fiscal Office and the original retained by the Rental and Lease Section.

III.

Renovation and New Construction

Space requirements of the state may be met by lessors utilizing any of the following:

Owned or leased space ready for occupancy.

Owned or leased space renovatable for occupancy on or before the proposed or required due date.

Owned or leased new construction to be completed on or before the proposed or required due date.

Bidders or prospective lessors shall indicate which type space is being offered, the specific space to be confirmed in an affidavit by the successful lessor at the time he executed his lease.

Offerors of space not ready for occupancy shall provide sketch plans and outline specifications, or such equivalent representations of the planned renovations or remodeling, or the building to be constructed, so as to demonstrate suitability of the space offered for the use intended.

If such an offeror is the apparent successful offeror or bidder, he must submit suitable evidence of his financial responsibility. Such suitable evidence is described below in Section V. He must also submit preliminary plans and outline specifications of the space which he will provide.

IV.

Additional Requirements of Lessor

Any lessor of space, either less than 2500 square feet or 2500 square feet or greater, must return a signed lease, and the accompanying affidavit, within ten days after receipt of same for his execution.

V.

Determination of Responsibility

A. In addition to providing preliminary plans, outline specifications, or equivalent satisfactory representations of planned renovations or building construction, to qualify as responsible a prospective lessor must:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;

2. Have the necessary experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain them (this may include subcontractor arrangements);

3. Be able to comply with the proposed or required occupancy date;

4. Have a satisfactory record of contract performance.

B. In order to make a determination of responsibility on the part of the lessor and to assist him in determining that the lessor meets the standards in Section A, the Rental and Lease Administrator may request information as follows:

1. A letter of commitment from the bank or other institu-

tion financing the project and addressed to the Rental and Lease Administrator stating the amount and terms of commitment to the lessor;

2. Information from the prospective lessor, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangements;

3. Other existing information within the agency or another State department, including financial data, the list of debarred and ineligible bidders and records concerning lessor performance;

4. Publications, including credit ratings and trade and financial journals;

5. Information from other sources, including banks, other financial companies, State departments and agencies, and courts.

VI.

Resolution of Controversies

A. Right to Protest

Any prospective lessor who is aggrieved in connection with the solicitation or award of a contract may protest to the Rental and Lease Administrator. Protests with respect to a solicitation shall be submitted in writing prior to the opening of bids. If a person protests a solicitation, an award cannot be made until said protest is resolved. Protests with respect to the award of a contract shall be submitted in writing within sixty days after bid opening or fourteen days after contract award, whichever is later. Said protest shall state fully and in particularity the reason for protest. If a protest is made with respect to the award of a contract, work on the contract cannot be commenced until it is resolved administratively.

B. Decision

The Rental and Lease Administrator must notify the protesting party in writing and the Legal Counsel of the Division of Administration within fourteen days after receipt of said protest whether or not the protest is denied or granted. If the protest with reference to the solicitation is granted the solicitation will be canceled and reissued. If the protest with reference to the award is granted, then the lease will be voided and the remaining solicitations may be re-evaluated for another selection. If another selection cannot be made or if it appears to be in the best interest of the State, a new solicitation will be issued.

C. Appeal

If an aggrieved party is not satisfied with the Rental and Lease Administrator's decision then that party may appeal said decision in writing to the Commissioner of Administration within seven days of the decision. The protesting party should fully explain the basis of his appeal. The Commissioner then must render a decision in writing within fourteen days of receipt of the appeal. The Commissioner's decision is final and an aggrieved party may bring judicial action within six months from receipt of said decision; but, the Rental and Lease Administrator may proceed with an award after the Commissioner so decides.

VII.

Emergency Procurement

The Rental and Lease Administrator may make emergency procurements when there exists an imminent threat to the public health, welfare, safety or public property. The declaration of an emergency must be made in writing fully documenting the nature of the emergency, the circumstances leading up to the emergency and a description of the threat to public health, welfare, safety or public property.

VIII.

Alterations, Modifications, and Additional Space Requirements

In the event alterations or modifications of space currently under lease are required to meet changed operating requirements (e.g., a change in functional usage such as from business office to clinic or clinic to computer room), and the provisions of Section II,

Subsection A of these Regulations have been complied with, a lease may be amended. Such lease amendment may provide an adjustment in monthly lease payments sufficient to reimburse the lessor paying for the leasehold improvements, but must be approved by the Division of Administration.

The Division will consider the length of time remaining on the lease and its options, favorability of the lease rental rate, and such other factors as may be presented with the agency-approved rental requisition (RL-1) proposing the lease amendment.

Alterations for the sake of aesthetics alone, or repairs which are properly the responsibility of the lessor under the existing lease, will not be approved.

In the even a lessee agency requires additional adjacent space and it is available at the same price as that now occupied, the agency may contract for up to 2500 additional square feet, in accordance with Section II, Subsection A and B. Additions of 2500 square feet or more are to be bid in accordance with Section II, Subsection C.

The additional space added is to be only that for which the requirement could not reasonably have been foreseen at the time of execution of the lease or at option renewal; the additional adjacent space provision is not to be used to circumvent the bid law.

IX.

Revised Statutes

These regulations shall be read and interpreted jointly with Chapter 17 of Title 39.

RL-2

REQUEST FOR APPROVAL

TO: Rental and Lease Section
Division of Administration
P. O. Box 44095, Capitol Station
Baton Rouge, Louisiana 70804

LEASE BID PROPOSAL

PROPOSAL TO NEGOTIATE LEASE

(Check Applicable Proposal)

FROM: _____

(Department, Office, Division, Board, Commission, etc.)

Currently located at _____

1. Date Submitted: _____

Prepared By: _____

(Name, Title): _____

Address, Telephone No.: _____

2. Space Required For: _____

3. Anticipated Occupancy Date: _____

Property

Present
(If Applicable)

Requested

4. Total Number of Square Feet _____

5. Administrative Area (Sq. Ft.) _____

Rooms _____

Rooms _____

Rooms _____

Rooms _____

Rooms _____

Rooms _____

Rooms _____

Present

Requested

6. Common Function Areas

Reception (Waiting) Area
(Sq. Ft.)

Conference Rooms (Sq. Ft.)

Kitchen (Sq. Ft.)

Storage (Sq. Ft.)

Other (Sq. Ft.)

7. Total Area with
Specialized Functions

8. Number of Staff Housed

9. Request for Special Lease Term (If Applicable)

From:

To:

Option to Renew (Years)

Justify:

Present

Requested

10. Rental Rate (\$/sq. ft.)	<input type="text"/> *	<input type="text"/> *
Rent per month (\$)	<input type="text"/> *	<input type="text"/> *

*To be filled in by Rentals & Leases

11. Other Specifications: _____

12. If a specific geographic area is requested, identify and state justification: _____

(a) Operational Cost Considerations: _____

(b) Client Service Area Considerations: _____

13. By: _____

Title:

(Undersecretary for Management & Finance,
or Head of Management & Finance Section)

Exhibit "B"

RL-2A

(2/19/81)

Guidelines for Agency
Completion of RL - 2 Form

TO: Agencies Requesting Approval of Lease

FROM: Rental and Lease Section, Louisiana Division of Administration

All items except Item #10 are to be completed by requesting agency.

Item #2. Give type of occupancy, such as Family Security Office, clinic, warehouse, etc.

Item #3. Give the expiration date of your agency's lease, or other anticipated occupancy date.

Item #4. Give the total square footage Administrative Area, total Common Function Areas, and total area with Special Functions; both present (if applicable) and requested.

Item #5. Give the total square foot area of each office room, for example: 4 rooms @ 450 square feet each.

Item #6. Give the total square footage of areas such as those listed; the listed rooms are examples only. They should not be requested unless needed. Add any other areas requested.

Item #7. List any areas needed for specialized functions such as data processing, printing, or other specialized equipment. Where indicated, use the space requirements which are recommended by the manufacturer of the equipment.

Item #8. Give number of staff to occupy the space.

Item #9. A five (5) year lease, with option to renew for three (3) years is standard. If a different duration or other special terms are requested, give details and justify.

- Item #10. Do not fill in these blanks. Item #10 will be completed by the Rental and Lease Section.
- Item #11. Add any other specifications requested, such as additional wiring, special air conditioning, or greater load-bearing capacity for special equipment.
- Item #12. If a specific geographic area is requested, identify this area and give justification, primarily in terms of savings in operational time and cost, and of more effective service to the client service area. If other considerations further justify the request, give these.
- Item #13. Please have the request signed by the Department Undersecretary for Management and Finance, or the Head of the Management and Finance Section of the requesting agency.

Please call the Rental and Lease Section if we may assist you or if you have questions, (504) 342-6835, LINC 421-6835.

Exhibit "C"

STANDARDS FOR CAPITAL PROJECTS

Section III B.

Net Space Requirement

The net space requirement represents in total the agency's space requirement based upon administrative space standards and administrative space allowances plus an additional twenty percent for circulation and traffic flow. The amount of space needed for an agency to function in an efficient manner will be derived from application of standards for administrative space, detailed listings of furniture and/or equipment for each employee, detailed listings of furniture, equipment, and supplementary common space used by various employees, and other requirements for which there are no existing standards and that are unique to the agency. The net space requirement represents that amount of space the agency would occupy under ideal circumstances where no portions would be wasted due to structural irregularities of a building, leftover corners of a floor, columns, pilasters or the like. Therefore, the space occupied by the agency would rarely exactly equal the net space requirement. The standards are used to quantify the total space and are not intended to be literally applied for each employee's individual work station or for a specific area such as a conference room.

1. Administrative Space Standards

The administrative space standards represent the area in square feet which should normally be sufficient to accommodate typical office space. The standards provide the occupant of each work station with space sufficient to conduct his business in an efficient manner and with a reasonable degree of dignity.

(a) Administrative Work Station Standards

The allowable area for administrative work stations shall be 150 square feet for each person occupying the area including management personnel. The apportionment of the total area by individual function is the responsibility of the agency head and careful thought should be given to this apportionment.

(b) Common Function Standards

(1) Conference and Meeting Rooms

20 square feet per person for first ten (10) persons and 15 square feet for each additional person based on average number of persons in attendance.

(2) Classrooms and Training Rooms

Desk/arm chair at 10 square feet per person.
Desk and chair at 40 square feet per person.

(3) Reception Areas

Based on average visitor load at 10 square feet per person.

(4) Exhibit Areas, Internal Duplicating Libraries, Mailrooms, Supply Rooms

Actual measurements of equipment plus circulation.

(6)

(2) Administrative Space Allowance

It is recognized that agency functions and needs do vary and cannot always conform to the administrative space standards; therefore, space allowances are derived by DOA from direct input of the agency and from specific studies of the operations of the agency in order to provide that agency with sufficient space to function efficiently. Space allowances are usually applied to the following:

- (a) Individual work stations when standards afford too little or too much space for the best utilization of space.
- (b) Common office functions such as conference rooms, storage rooms, training rooms, etc., when standards are not applicable or there is no standard.
- (c) Areas with specialized functions such as laboratories, printing facilities, warehouses, etc.

(3) Appeals

The quantity of space needed as determined by DOA may be appealed by the affected agency as provided in Section III. A. 3.

(Editor's Note: Exhibit D, RL1, is the Rentals and Leases Space Rental Requisition, and is not shown.)

Bidders Initials _____

Page _____

INVITATION TO BID

STATE OF LOUISIANA
 DIVISION OF ADMINISTRATION
 BATON ROUGE, LOUISIANA

LEASE PROPOSAL NO. _____

(To be sent by Purchasing or Rentals & Leases)

In accordance with the provisions of R.S. 39:1643, the Division of Administration, State of Louisiana invites bid proposals for the lease of office space for the _____, in the City/Parish of _____, Louisiana, usable office space requirement of _____ square feet. The terms of the lease shall be for _____ years, with the option to renew for _____ additional years. The occupancy date shall be no later than _____.

NOTICE TO BIDDERS

Sealed bids for the lease of office space as described below will be received by the State of Louisiana, Division of Administration, Office of Rentals and Leases, P. O. Box 44095, Baton Rouge, Louisiana 70804, situated in the Parish of East Baton Rouge, State of Louisiana. Bids will be opened on _____, 1981, at 10:00 a.m. in the Conference Room on the 4th Floor of the Capitol Annex, North Riverside Mall, Baton Rouge, Louisiana.

Successful offeror must enter into lease as per attached sample form.

No part of this bid may be altered or any requirement removed. Any alteration of this bid form will constitute no bid.

"Usable space" is defined as the total square foot area of the interior building space being or to be rented or leased, i.e. the total square foot building area less all walls and partitions, including offices, hallways, restrooms, utility rooms, conference rooms, computer facility rooms, etc.

Invitation to Bid (cont.)

Bidders Initials _____

Page _____

Bidder must return all pages of this bid packet. Each page must be initialed in ink by the bidder. Bidder must place initials in the upper left corner of each page in space provided indicating acceptance of all conditions on that page. Any bid received not complying with this provision shall be rejected by the Division of Administration.

The sealed bid will remain firm for a period of 30 days from date of Bid Opening.

Failure of the successful bidder to return a signed lease with affidavit within ten (10) days after the receipt of the lease and affidavit shall cause the bidder to be determined an unresponsive bidder and to be disqualified as a bidder in accordance with the provisions of LSA-R.S. 39:1601.

The Division of Administration reserves the right to reject any and all bid proposals upon determination in writing that such action is taken in the best interest of the State. Consideration will be given to both bid price and suitability of space for the user agency.

If new space is to be constructed, or if space is to be structurally altered, this must be indicated in the bid proposal; satisfactory evidence of financial responsibility must be attached to the bid proposal; and sketch plans and outline specifications or equivalent representations must be submitted to the Louisiana Office of Rentals and Leases

Further information concerning this request for bid proposals may be obtained from Administrator, Rental and Lease Section, Division of Administration, State of Louisiana, P. O. Box 44095, Baton Rouge, Louisiana 70804, telephone number (504) 342-6835.

E. L. Henry
Commissioner of Administration

Bidders Initials _____

Page _____

BID PROPOSAL

BID OPENING DATE _____ PROPOSAL NO. _____

ADMINISTRATOR: _____ DATE: _____

I, _____, herewith offer to lease to the State of Louisiana, _____, in the City/Parish of _____, Louisiana, office space as described below. My offer includes the following items:

ITEM #1: Usable space of _____ square feet, usable space being as defined in the "Invitation to Bid".

ITEM #2: The Lessor to be responsible for providing janitorial services and supplies and to bear the cost of maintenance of light fixtures on the leased premises and the replacement of bulbs or globes.

LOCATION (Street Address): _____

_____ square feet of the space offered is existing space; _____ square feet of the space offered is to be constructed. If space is to be constructed, or if space is to be structurally altered, evidence of financial responsibility is attached, and sketch plans and outline specifications will be submitted to the Louisiana Office of Rentals and Leases as soon as possible after bid award.

Price of the space offered will be \$ _____ per square foot, per year, for a period of _____ (____) years, and the Lessor will grant to the Lessee the option to renew the lease from the end of its term for an additional period of _____ (____) years, on the same terms and conditions as specified in the primary lease.

SIGNATURE _____

ADDRESS _____

NAME (Printed or Typed) _____

CITY & STATE _____

PARTY REPRESENTED _____

TELEPHONE NO. _____

Bidders Initials _____

Page _____

SPECIFICATIONS FOR

LEASE PROPOSAL NO. _____

The lease of office space in a building within the (City, Parish) of _____,
Louisiana, and located _____

for the housing of the _____, State of Louisiana.

The space offered must meet the following specifications:

1. Contain _____ square feet of usable space as defined in the "Invitation to Bid."
2. Be in a state of good repair at bid opening date. A building in such state of disrepair that inadequate building maintenance is evident will not be considered.
3. Comply with all Federal, State and local codes, ordinances, and regulations.
4. STRUCTURAL REQUIREMENTS: Building must meet all current Life Safety Code Standards, subject to the approval of the State Fire Marshal.
5. PARKING: Provide concrete or asphalt off-street parking for _____ vehicles, 300 square feet per vehicle. Parking for the physically handicapped shall be provided, accessible, 12 feet in width and near an entrance to the building.
6. DRIVEWAYS: Concrete or asphalt.

7. USABILITY BY THE PHYSICALLY HANDICAPPED: The building must be accessible to the physically handicapped at habitable grade levels meeting the specifications adopted by the American National Standards Institute in its publication "Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People" in the most current edition. The exceptions to this requirement are those specifically enumerated in R.S. 40:1734 B.
8. HEATING, VENTILATING, AND AIR CONDITIONING:
 - A. Capacity. Air conditioning shall be capable of maintaining a temperature of 78°F. Heating shall be capable of maintaining a temperature of 65°F. Factors considered in determining acceptable standards are those published in the Federal Register, Vol. 44, No. 130.
 - B. Controls. Provide temperature control for multi-zone systems.
 - C. Regulations. Entire HVAC System shall meet recommendations of the latest edition of ASHRAE.
9. WINDOWS: Glazed with SSB type glaze or equivalent with either venetian blinds or drapes. Draperies shall be fire resistant and labeled as such. Draperies or venetian blinds may not be required if window-glazing provides adequate filtering of sunlight.
10. DOORS: Doors shall meet ANSI requirements per the 32" requirement in the ANSI publication referred to in Item #7.

11. ILLUMINATION: Interior illumination shall conform to the Illumination Engineering Society recommended foot-candle values for the various types of facility areas, latest edition.
 - A. Convenience Outlets. Provide one duplex outlet per eight (8) linear feet of interior partition and exterior wall.
 - B. Wall Switches. Provide separate switching for each office and separate space as required by partition arrangement.
12. WATER COOLERS: An electric water cooler shall be installed in an area easily accessible both to the staff, general public, and physically handicapped.
13. REST ROOMS: Two (2) restrooms are required. At least one water closet enclosure in each of the two rest rooms shall meet the following specifications:
 - A. Enclosure 36" width by 60" depth.
 - B. Door width - 32" outward swing door.
 - C. Handrails on each side, 33" high and parallel to the floor, 1½" clearance between the rail and the wall, and securely anchored at ends and the center.
 - D. Equipped with a water closet with the seat 20" from the floor.

14. OTHER COMMON FUNCTION AREA REQUIREMENTS: Contain or be renovatable
to the following approximate dimensions:

15. ADMINISTRATIVE AREA REQUIREMENTS:

- Room
- Rooms
- Rooms
- Rooms
- Rooms
- Rooms
- Rooms

16. AREAS OF SPECIALIZED FUNCTIONS:

17. TELEPHONES: Have capacity to accommodate _____ telephone lines.

18. SPECIAL EQUIPMENT:

Should the Lessee be unable to obtain possession of the leased premises on _____, whether or not said delay is caused by the Lessor, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession, and to reimbursement for any damages which the Lessee may suffer as a result of said deprivation of possession. In addition, should the Lessee be deprived of possession of the leased premises for a period of more than sixty (60) days then the lease may be cancelled at the option of the Lessee. The lease shall be for a primary term of _____ years; the Lessor to grant to the Lessee an option to renew on the same terms and conditions as specified in the primary lease, provided that the Lessee shall give to Lessor ninety (90) days written notice prior to the expiration date of the primary lease of its election to exercise this option. The option, if exercised shall be for a term of _____ years.

E. L. Henry
Commissioner of Administration

Bidders Initials _____

Page _____

L E A S E

STATE OF LOUISIANA

PARISH OF _____

The following contract of lease is made and entered into this _____ day of _____, 198____, by and between _____, hereinafter referred to as "Lessor," and the State of Louisiana, _____, herein represented by _____, hereinafter referred to as "Lessee."

1.

For the consideration and upon the terms and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of _____ (____), commencing _____, 198____, and ending _____, 198____, the following described property:

Description of property, including number of square feet of space located at _____, _____, Louisiana, to be used by _____, as a _____, at the rate of _____ per square foot per annum, with _____ parking spaces provided.

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of _____, (\$_____) DOLLARS in _____, (_____) equal installments of _____ (\$_____) DOLLARS each, the first installment being due and payable on the

_____ day of _____, 198____, and the remaining installments being due and payable, respectively, on the _____ day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the first rental payment date Lessor waives any rights to rental payments for a period of thirty (30) days after Lessee actually occupies the leased premises.

3.

Should the Lessee be unable to obtain possession of the leased premises within ninety (90) days after Division of Administration approval of the lease, whether or not said delay is caused by the Lessor, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession and to reimbursement for any damages which the Lessee may suffer as a result of said deprivation of possession. In addition, should the Lessee be deprived of possession of the leased premises for a period of more than sixty (60) days, then this lease may be cancelled at the option of the Lessee.

4.

All monthly payments of rent as herein fixed shall be paid by Lessee to _____, _____, until notified in writing differently by Lessor.

5.

Lessor agrees that the building, grounds, and facilities herein leased shall comply, where applicable, with the requirements of Act 625 of 1977 R.S., The Equal Access to Public Facilities for Physically Handicapped.

6.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal.

7.

Lessor agrees to comply with any order by the State Fire Marshal's Office within sixty (60) days and failure to do so will constitute a breach of the terms of said lease.

8.

The building, grounds, and facilities herein leased shall be equipped or provided with the following: (Detailed list of specific changes, renovations or improvements to be made by Lessor as specified in Attachment "A", which is attached hereto and made a part hereof).

9.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition.

10.

Lessee agrees to return the leased premises to Lessor upon termination of this lease in substantially the same condition, except for ordinary wear and tear.

11.

Lessor further agrees to do at Lessor's expense such painting of the exterior as is necessary to maintain the premises in good condition and appearance.

12.

Lessor further agrees to do painting, papering, and tinting of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals upon request by Lessee.

13.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to paint, paper or tint within thirty (30) days after written notice from Lessee of the necessity therefor, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option correct the same and deduct the cost thereof from the rental payments, or Lessee may quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice.

14.

Lessor shall have sole responsibility of all maintenance and repairs to the air-conditioning and heating systems in the leased premises, and all other equipment and fixtures purchased and installed by the Lessor. The Lessor shall be responsible for maintaining the roof, structural walls, foundations, and sewerage lines outside the building walls, including any septic tank and effluent disposal system that may be necessary, in good condition, and shall make such repairs to premises as may become necessary because of breakage not attributable to the negligence of the Lessee, its agents or employees.

15.

All telephones shall be installed at the expense of Lessee. The Lessor of the building will have provided adequate entrance cable and facilities into the building to accommodate a minimum of one cable pair per 100 square feet throughout the building or for that space being considered for lease within the building. Terminal and equipment space, outside of office space, and where building and fire codes require, conduits of sufficient size to meet telephone installation requirements will be provided by the Lessor.

16.

_____ shall pay for all public utilities such as gas, water and electricity.

17.

Janitorial services and supplies shall be provided by the _____.

18.

Lessor shall bear the cost of maintenance of light fixtures on the leased premises and _____ shall bear the cost of replacement of bulbs or globes.

19.

The parties hereto agree that all expenses incurred by Lessor originated changes, renovations or improvements made during the term of the lease shall not be borne by the Lessee.

20.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

21.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within sixty (60) days from the happening of such fire or other casualty, in which event Lessor shall repair the damage with reasonable diligence and Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate. If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall at once have the right to take possession of the leased premises, discharged of this lease, and to eject all persons and property therefrom. If the leased premises and/or said

building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

22.

Lessor agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value. Lessee agrees to provide insurance in the amounts of \$100,000 per person, \$300,000 per occurrence Bodily Injury Liability, and \$50,000 Property Damage Liability for the interest of the Lessee and its employees.

Lessor further agrees to waive any rights or claims as against the Lessee, its agents, employees or invitees to the premises for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, damage for aircraft and vehicles.

23.

It is agreed by both Lessee and Lessor that the Lessee may assign this lease or sublease the premises or any part thereof, provided the Lessor consents in writing - which consent shall not be unreasonably or arbitrarily withheld.

24.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to renew, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within _____ days of receipt of such notification.

In the event such additional space is provided hereunder the rent therefor shall be on the same basis and at the same rate as for such comparable space under the then current lease plus such an increase if any as would result from the formula contained in paragraph numbered 25 of this lease.

25.

Lessor grants to the Lessee the option to renew this lease from the end of its term for an additional period of _____ () years, on the same terms and conditions as specified in the primary lease upon giving _____ days written notice prior to the expiration date of this lease. The rental per square foot shall also be the same as specified in the primary lease unless the United States Government Consumer Price Index reflects an increase in excess of 15% during the term of the primary lease. In that event the rental payments shall increase the same percentage as the Consumer Price Index, but in no event shall the rental payments increase in excess of 20% of the primary rental payment.

Any increase in rental due to increases in the United States Government Consumer Price Index is contingent upon approval by the Division of Administration and upon legislative funding. In the event said increase is not approved by the Division of Administration and/or the Louisiana Legislature does not provide funds for the increase in rental, the said increase will not go into effect, in which event Lessor shall have the right to terminate said lease upon six (6) months written notice to the Lessee.

26.

In the event that public funding by either Federal or State governing is inadequate to meet the rental obligations of this lease, Lessee may terminate the lease upon sixty (60) days written notice.

27.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification of to the Lessee:

NAME & ADDRESS OF LESSOR

Division of Administration
Rental and Lease Section
P. O. Box 44095, Capitol Station
Baton Rouge, Louisiana 70804

28.

This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

Any such mortgage shall, however, recognize the validity and continuance of this lease in the event of foreclosure on Lessor's interest or in the event of conveyance in lieu of foreclosure, so long as Lessee shall not be in default under the terms of this lease. Lessee shall not be entitled to enforce the provisions of this lease by offset of rental against a mortgagee without the prior consent of the mortgagee, its successors or assigns. However, nothing contained in this paragraph shall prevent Lessee from seeking any and all remedies or damages resulting from Lessor's failure or default.

Bidders Initials _____

Page _____

IN WITNESS WHEREOF, the parties hereto have signed their names on the _____ day of _____, 198____, in the presence of the undersigned competent witnesses.

WITNESSES:

LESSOR:

BY: _____

LESSEE:

BY: _____

APPROVED:

This _____ day of _____, 198_____.

Office of the Governor
DIVISION OF ADMINISTRATION

BY: _____
Curtis G. Lee, Assistant Commissioner

Exhibit "I"

Letter of Transmittal
of
Bid Package to Agency

Enclosed for your review is a bid package we propose to distribute to our bid list soliciting offers from prospective lessors of space for _____ in
(Occupant of Space)

_____. Should you note
(City, Name)
any unresolved specification discrepancies from your agency's requirements please notify us within five (5) days.

Sincerely,

William B. Singleton, Administrator
Rental & Lease Section

WBS/jt

Written comments or questions on the proposed regulations should be directed to Mr. William B. Singleton, Administrator, Rental and Lease Section, P. O. Box 44095, Baton Rouge, Louisiana 70804.

Curtis G. Lee
Assistant Commissioner

**Fiscal and Economic Impact Statement
For Administrative Rules**

**Rule Title: Method of Procuring
Housing Space**

- I. ESTIMATED IMPLEMENTATION COSTS (Savings) to Agency - (Summary)
It is estimated that there will be no additional costs to the agencies.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
It is estimated that there will be no additional effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
It is estimated that there will be no additional costs to affected groups.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
It is estimated that there will be no additional effect on competition and employment.

Curtis G. Lee
Assistant Commissioner

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Division of Administration
Property Control Section**

The Property Control Section intends to revise the State Property Control Regulations as follows:

Section I.

1.4 "Property" means all tangible non-consumable movable property owned by an agency with exception of property specifically exempted by the Commissioner. The Commissioner hereby designates that State-owned timber should be considered to be movable and State-owned pecans shall be considered to be non-consumable for purposes of the Louisiana Property Control Law (LSA-R.S. 39:321 et seq.). Timber is considered movable for the purpose of sales and is not to be included in the agency's inventory of movable property.

Section II.

5.4 Property owned by the state for more than six months and is of no use to the state or agencies may be considered for disposition to the public.

5.5 The Commissioner may sell property "As is Where is" when it is determined to be in the best economical interest of the state.

Written comments on questions on the proposed regulations should be directed to Mr. Dan Pickens, Property Control Section, Box 44095, Baton Rouge, Louisiana 70804, Phone LINC 421-6856.

Dan Pickens
Inventory Control Manager

**Fiscal and Economic Impact Statement
For Administrative Rules**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There will be a one-time cost of approximately \$200 which will be for printing and mailing.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
It is estimated that there will be no increase in revenue.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
It is estimated that a cost saving will be realized by the State since it will be able to sell certain items "As is Where is", such as wrecked cars. The cost saving cannot be determined at this time.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There will be no effect on competition and employment.

Phillip B. Collins
Director

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

**Office of the Governor
Division of Administration
Office of Telecommunications Management**

Notice is hereby given that the Office of Telecommunications Management intends to amend the Administrative Rules and Regulations of the Office of Telecommunications Management. Proposed amendments are as follows:

Amend Subsection 4.3.2 to read:

4.3.2-A state officer, or a member of those state boards and commissions meeting the standards set forth in LAC 1-10:4.3 and LAC 1-10:4.4.1, may be allowed at his residence an off-premise extension from the nearest electronically switched system. Detailed written justification for the residential line must be submitted to the Office of Telecommunications Management, and approval of the request will be granted by the Commissioner of Administration upon the recommendation of the Office of Telecommunications Management. All charges applicable to the residential telephone line must be billed to a state account number. It will be the responsibility of the applicable Telephone Systems Coordinator to notify the Office of Telecommunications Management if a state officer having a residence phone leaves state service or changes position in order that the Office of Telecommunications Management may effect termination of the telephone service.

Add Subsection 4.3.3. to read:

4.3.3-Members of those state boards and commissions, meeting the standards set forth in LAC 1-10:4.3 and LSC 1-10:4.4.1, may be allowed at their respective office locations an off-premise extension from the nearest electronically switched system. Detailed written justification for the line must be submitted to the Office of Telecommunications Management, and approval of the request will be granted by the Commissioner of Administration upon the recommendation of the Office of Telecommunications Management. All charges applicable to the telephone line must be billed to a state account number. It will be the responsibility of the applicable Telephone Systems Coordinator to notify the Office of Telecommunications Management if a member of such board or commission having a state phone leaves state service or changes position in order that the Office of Telecommunications Management may effect termination of the telephone service.

Amend Subsection 6.1.2. to read:

6.1.2-The telephone number or numbers to which service is being added, removed, or altered; the name of the person to

From La. Register 4-20-81

which each number is assigned; and changes to listings in any public directory which may occur due to the work being requested.

Interested persons may direct inquiries to Ms. Alexis M. Holstead, Director, Office of Telecommunications Management, Box 44280, Baton Rouge, Louisiana 70804, telephone (504) 342-7057. Written comments on the proposed amendments of rules will be received through May 4, 1981, at the above address.

Alexis M. Holstead, Director
Office of Telecommunications Management

**Fiscal and Economic Impact Statement
For Administrative Rules**

**Rule Title: Rules and Regulations of the Office of
Telecommunications Management**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There is no estimated implementation cost to the agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS (Summary)
There is no estimated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There is no estimated cost to any group in changing the wording in any of these rules.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
It is estimated that there will be no effect on competition and employment.

Alexis M. Holstead
Director

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Health and Human Resources
Office of Family Security**

The Department of Health and Human Resources, Office of Family Security, (OFS), proposes to adopt, effective June 1, 1981, new regulations concerning the requirement for verifying information in determining household eligibility for food stamp benefits. These regulations are mandated by the Federal Register dated January 13, 1981, Volume 46, No. 8, pages 3194-3202. The purpose of these regulations is to improve program integrity without creating barriers to households with a legitimate need for food assistance. Under these regulations, residency requirements, the identity of the person making application and continuing shelter charges shall be verified.

The OFS may, with prior Food and Nutrition Service (FNS) approval, require additional verification of other eligibility factors as indicated by error-prone household profiles developed and based on statistically valid data derived from the quality control review, audits, or other special reviews.

Interested persons may submit written comments on the proposed rule through May 5, 1981 at the following address: Mr. Michael S. Haddad, Assistant Secretary, Office of Family Security, Box 44065, Baton Rouge, Louisiana 70804. Mr. Haddad is responsible for responding to comments.

George A. Fisher,
Secretary

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Verification Requirements in the Food Stamp
Program**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
FY 1980-81; \$356 (50 percent State/50 percent Federal) is the one-time-only cost of printing manual pages for distribution to staff to implement these regulations.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There is no effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
(The Legislative Fiscal Office is of the opinion that more stringent verification requirements will probably result in a determination that some individuals do not qualify for the program. If that is the case, there may be some reduction in overall administrative costs and payments because noneligibles will no longer participate in the program. Should significant numbers of non-eligibles be discovered, a re-evaluation of eligibility levels may be necessary in order to bring marginally disadvantaged persons into the program.)
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no effect on competition and employment anticipated.

Michael S. Haddad
Assistant Secretary

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Natural Resources
Office of Environmental Affairs**

The Environmental Control Commission will hold a public hearing beginning at 10:00 a.m., May 28, 1981, in the State Land and Natural Resources Building, Mineral Board Hearing Room, 625 North Fourth Street, Baton Rouge, Louisiana and will consider adoption of proposed revisions to the Air Quality Regulations. The revisions include Section 22.9.3(a) and addition to the Air Quality Division's permit fee schedule.

The person within the agency responsible for responding to inquiries about the proposed revisions is Mr. Gus Von Bodungen, Program Administrator, Air Quality Division, Box 44066, Baton Rouge, Louisiana 70804; telephone (504) 342-1206.

All interested persons are invited to submit written comments, speak at the public hearing, or both, about any of the actions proposed above. Comments, received in person or by mail, before the public hearing will be considered by the Commission before making the final decision on any of the proposed actions. All comments and requests to speak at the hearing should be submitted to Mr. B. Jim Porter, Assistant Secretary, Office of Environmental Affairs, Box 44066, Baton Rouge, Louisiana 70804. All documents relating to the actions on this notice are available for inspection at the following locations from 8:00 a.m. until 4:30 p.m.

Room 409, State Office Building, 325 Loyola Avenue, New Orleans, Louisiana; Reception area, Sixth Floor, State Land and Natural Resources Building, 625 North Fourth Street, Baton Rouge, Louisiana; Office of Environmental Affairs, 804 Thirty-

First Street, Monroe, Louisiana; State Office Building, 1525 Fairfield Avenue, Shreveport, Louisiana; Office of Environmental Affairs, 1155 Ryan Street, Lake Charles, Louisiana.

B. Jim Porter
Assistant Secretary

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Regulation revision to Section 22.9.3(a)

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There is no estimated implementation costs or savings to the agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There is no estimated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There are no estimated costs or benefits to affected groups.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no effect on competition and employment.

Jerry D. Hill
Under Secretary

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Proposed additions to permit fee system

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There will be no implementation costs or savings to the agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
The automobile facility will be required to pay a fee of \$12,650.00 which will become part of the Air Quality Division's self-generated funds.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
A permit fee of \$12,650.00 will be paid annually by the facility. This fee is in accordance with schedules developed by the Air Quality Division.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There is no estimated effect on competition and employment.

Jerry D. Hill
Under Secretary

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Public Safety
Office of State Fire Marshal**

As Fire Marshal for the State of Louisiana, I hereby intend to adopt the following administrative ruling with regard to high-rise buildings:

L.A.C. 17-4.1 Plans and Specifications for a New Building

4.1 As of July 1, 1981, the plans and specifications for every structure built or remodeled in the State of Louisiana must be drawn in accordance with the requirements of the 1976 edition of the Life Safety Code of the National Fire Protection Association and, for all high-rise buildings, Section 506 Special Provisions for High-Rise Buildings of the Standard Building Code 1979 edition of the Southern Standard Building Congress.

L.A.C. 17-2.2 All inspections of buildings constructed or remodeled after January 1, 1980, will be made utilizing the requirements set forth in the 1976 edition of the Life Safety Code of the National Fire Protection Association and Section 518, Special Provision for High-Rise, of Chapter 4 of the 1974 amendments to the 1973 Southern Standard Building Code; except that for buildings constructed with plans and specifications submitted for approval to the Office of State Fire Marshal on or after July 1, 1981, all such high-rise buildings should be inspected in accordance with Section 506 Special Provision for High-Rise of the 1979 Edition of the Standard Building Code of the Southern Standard Building Congress.

Anyone having any questions with regard to this proposed administrative ruling should contact Plauche F. Villere, Jr., Attorney for the State Fire Marshal, 500 Dufossat Street, New Orleans, Louisiana 70115, (504) 895-6607. In his office there will be a public hearing at 12:00 noon on Tuesday, May 5, 1981 at which time and place any interested person may present their views orally or in writing.

Daniel L. Kelly
State Fire Marshal

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Plans and Specifications for a New Building

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There would not appear to be any estimated implementation costs to the agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
There would not appear to be any estimated effect on revenue collections.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There would not appear to be any appreciable costs to any affected group and the benefit to every architect or engineer submitting plans and specifications would be that they would be able to refer to the most current code affecting high-rise buildings. Hopefully there would be an additional safety factor for high-rise buildings.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There would appear to be no estimated effect on competition and employment.

Daniel L. Kelly
State Fire Marshal

Mark C. Drennan
Legislative Fiscal Officer

NOTICE OF INTENT

Department of Public Safety Office of State Fire Marshal

Pursuant to the notice of intent published in the March 20, 1981 Register, for the purpose of clarifying the proposed rule, we hereby intend to supplement and amend the proposed rule regarding that proposed rule by adding a definition for the terms "Construction Documents":

"Construction Documents" is hereby defined as the plans and specifications, drawing, letter description or any other written document which is designed and intended to describe the structure, watercraft or moveable which has been submitted to the Fire Marshal's office for approval; the term "Construction Document" is not and does not include contract documents, bonds, or other such documents although the information regarding the description of the project might be included on those documents. The purpose of this definition and this proposed rule is permissive rather than restrictive and is designed to permit submission of documents by persons other than licensed architects and engineers where that is permitted by law.

Anyone having any questions with regard to this proposed supplement and amendment to the proposed rule, should contact Plache F. Villere, Jr., Attorney for the State Fire Marshal, 500 Dufossat Street, New Orleans, Louisiana 70115, (504) 895-6607. In his office there will be a public hearing at 12:00 noon on Tuesday, May 5, 1981 at which time and place any interested person may present their views orally or in writing.

Daniel L. Kelly
State Fire Marshal

Fiscal and Economic Impact Statement For Administrative Rules Rule Title: 17-4:1 et seq

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)
There will be no additional costs nor will there be any savings to this agency.
- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)
This proposed rule will have no impact on revenues.
- III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)
There will be no additional cost to any affected group.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)
There will be no effect on competition or employment.

Daniel L. Kelly
State Fire Marshal

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

Department of Transportation and Development Office of the General Counsel

Notice is hereby given that the Louisiana Department of Transportation and Development intends to amend ADSM No. IV.2.1.6 issued September 26, 1980, to provide that:

EDSM NO. IV.2.1.6

Outdoor Advertising Visibility Maintenance
March 13, 1981

1. PURPOSE. To establish policy and procedures relating to location of trees, shrubs or other vegetation and traffic signs that impair the visibility of outdoor advertising display or on-premise business identification signs or devices adjacent to highway right-of-way.

2. POLICY. Traffic signs as determined by the Department shall be placed so as to avoid obscuring existing off-premise or on-premise advertising displays, provided the traffic sign can be legally, safely and effectively erected in an adjacent location which does not obscure such displays.

Trees, shrubs or other vegetation plantings shall not be placed so as to purposely obscure existing off-premise or on-premise outdoor advertising displays. Where existing plantings do obscure displays that were in place prior to the planting, judicious trimming, relocation, removal or replacement will be considered as warranted by local conditions. It is emphasized that this policy relating to plantings will not apply to landscaped segments of highway, or to illegally placed signs.

3. PROCEDURE. The Right of Way Permits Engineer will be responsible for the implementation and coordination of these procedures.

a. Any request for visibility improvement for an off-premise or on-premise advertising display will be made using the attached supplement and application for Project Permit Form Nos. DOTD 03-41-3035 or DOTD 03-41-0593, copies of which will be maintained in each District Office.

b. The application for permit with request form shall be sent to the Right of Way Permits Unit in Baton Rouge for further handling and in sequence as per the following:

1. Headquarters Traffic and Planning Section for verification, location and legal status.
2. Right of Way Permits Unit for transmittal to and review by the District Administrator.
3. Review by Roadside Development Specialist.

(a) To determine if area affected in a designated landscaped portion of the Right of Way or under vegetation management by maintenance forces.

(b) Protect the aesthetic value of right of way vegetation and determine what the permittee intends to do.

4. Transmittal to Headquarters Right of Way Permits Unit by District Administrator for final processing.

c. The Traffic Operations Engineer will verify the location of the display and will forward the request to the Right of Way Permits Unit with information about the display's legal status.

Legal status will include any available and pertinent information that should be considered by the District Administrator. Legal information could include:

- (1) Is this display under active citation?
- (2) Is the display subject to imminent removal?
- (3) Is the sign illegally placed?
- (4) Is the display nonconforming to State beautification criteria?

d. The Traffic Operations Engineer will determine whether or not the display is currently under contract with the State to be removed or is required to be removed within one year.

e. The cost of all work to be performed will be borne by the applicant and the necessary trimming, relocation, removal or replacement will be performed by a bonafide, bonded tree care service. The Department will then, through the Right of Way Permits Unit, review the permit, and if satisfactory, issue same to the service for it to enter upon the highway right-of-way and do the work in accordance with the preapproved plan.

f. Prior to issuance of the permit, the tree care service shall furnish bond or deposit in the amount of \$2,500 as security.

g. The permit shall contain:

(1) Language requiring the permittee to have said permit in its possession at all times at the work site.

(2) A "hold-harmless" clause wherein the permittee agrees to hold the Department harmless for any damage to person or property arising out of its operation under the permit.

h. In the following situations, visibility improvement will not be undertaken:

(1) The request will involve highway landscaping in a designated landscape section of the highway.

(2) The display is illegally placed.

(3) The display is currently under contract with the State to be removed.

(4) The display is required to be removed within one year.

(5) The display is on State property.

(6) A right-of-way take is imminent within one year.

(7) The trees or shrubs to be trimmed, relocated or removed are over 500 feet measured along the highway from the display or business.

(8) The trimming, relocation or removal will affect the purpose of the plantings.

(9) The trimming, relocation or removal will result in permanent damage to the structure or character of the plant.

4. OTHER ISSUANCES AFFECTED. This directive supersedes EDSM NO. IV.2.1.6 issued September 26, 1980. All directives, memorandums or instructions issued heretofore in conflict with this directive are hereby rescinded.

5. IMPLEMENTATION. This directive will become effective immediately upon receipt.

The above all as authorized by and in accordance with La. R.S. 48:92. The Secretary will accept written comments regarding the revision of this specification until 4:15 p.m., May 4, 1981, at the following address: Mr. J. A. Barbay, Jr., Right-of-Way Permits Engineer, Louisiana Department of Transportation and Development, Box 44245, Capitol Station, Baton Rouge, Louisiana, 70804.

Paul J. Hardy, Secretary
Department of Transportation
and Development

This rule change will have no significant effect on competition and employment.

Paul J. Hardy
Secretary

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

Department of the Treasury Board of Trustees

State Employees Group Benefits Program

In accordance with the provisions of R.S. 49:951, et. seq., notice is hereby given that the Board of Trustees of the State Employees Group Benefits Program intends to adjust the premium rates for health benefit coverage as follows:

Sheriffs and Their Employees - Without Medicare

Class	Proposed Rate
Employee only	\$ 75.34
Employee and one dependent	131.60
Employee and family	170.88

Medicare Rates (Applicable to all Plan Members)

Employee only	\$ 21.38
Employee and one dependent	
One with Medicare	69.50
Two with Medicare	58.14
Employee and family	
One with Medicare	91.88
Two with Medicare	69.76

Written comments and objections may be submitted to Dr. James D. McElveen, Executive Director, Box 44036, Baton Rouge, Louisiana 70804, until the close of business on Tuesday, May 5, 1981. Interested persons will be afforded a reasonable opportunity to submit data, views, or arguments, upon request, as provided by R.S. 49:953.

James D. McElveen
Executive Director

Fiscal and Economic Impact Statement For Administrative Rules

Rule Title: Act 745 of 1979

Fiscal and Economic Impact Statement For Administrative Rules

Rule Title: Outdoor Advertising Visibility Maintenance

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

There will be minor implementation costs as the work will be performed by existing personnel. An estimated 1,200 in operating expenses - \$1,000 for travel to specific advertising sites that may need to be inspected and \$200 for printing of permit forms will be necessary to issue these permits.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

There will be no effect on revenue collections for the state or for the department.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

Benefits shall accrue to display owner through improved visibility of advertising display. Costs to display owners will be of a routine nature for this type of shrub clearance and removal of brush from the ad display.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO AGENCY - (Summary)

A) There will no additional costs or savings to the agency's revolving fund associated with the rate change.

B) There will be a reduction in the costs of this agency relative to the General Fund appropriation by approximately \$395,000 annually.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS - (Summary)

The rate adjustments will result in additional revenues to the Group Benefits Program's Revolving Fund of approximately \$134,000 annually based on the current level of plan members.

III. ESTIMATED COSTS AND BENEFITS TO AFFECTED GROUPS - (Summary)

1) The sheriffs' group health premiums will increase by approximately \$822,000 annually. (See attachment A)

2) The medicare group health premiums will decrease by approximately \$688,000 annually. (See attachment B)

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

There will be no effect on competition or employment.

Potpourri

POTPOURRI

Department of Culture, Recreation and Tourism Division of Archaeology and Historic Preservation

In accordance with R.S. 25:785 (C), notice is hereby given that the Division of Archaeology and Historic Preservation will hold a public hearing concerning the application for a Certificate of Appropriateness submitted by the Division of the Arts for the placement of a piece of sculpture entitled "Musicians" within the State Capitol Historic District.

The hearing will be held in the Mineral Board Room in the Land and Natural Resources Building on Wednesday, May 6, 1981 at 10:00 a.m.

This action is being taken pursuant to Act 650 of the 1979 Louisiana Legislature creating the State Capitol Historic District, (R.S.25:781-R.S.25:785).

Interested persons may submit written comments to the Division of Archaeology and Historic Preservation, Box 44247, Baton Rouge, Louisiana 70804 or view slides of the sculpture at the Division office located in the Old State Capitol.

Ann R. Jones
Director

POTPOURRI

Office of the Governor Tax Commission

The Louisiana Tax Commission will hold a public hearing on May 6, 1981 at 10:00 a.m., in Room 215, Capitol Annex, Baton Rouge, Louisiana. The purpose of the hearing is to discuss the findings of ratio studies on commercial and personal property and the use value tables.

J. Reginald Coco, Jr.,
Chairman

POTPOURRI

Department of Natural Resources Fishermen's Gear Compensation Fund Claims

In accordance with the provisions of the Fishermen's Gear Compensation Fund, Act 673 of 1979 and in particular Section 700.4 thereof, regulations adopted for the fund as published in the Louisiana Register on August 20, 1980, and also the rule of the Secretary of this Department, notice is hereby given that seven completed claims were received during the month of March, 1981, amounting to \$15,745.76. A public hearing will be held on Tuesday, May 5, 1981 in the Docket Room, Fourth Floor, Natural Resources Building- 625 North Fourth Street, Baton Rouge, Louisiana at 10:30 a.m. to consider payment of the following claims against the fund.

79-040 Paul J. Breaux of Erath, Louisiana
Vessel: Marilyn, was shrimp trawling on October 24, 1979 in the Gulf of Mexico, west of Freshwater Bayou, Vermilion Parish when he encountered an abandoned pipeline, causing damage to his trawl. Amount of claim: \$1,539.45.

80-105 Collins Detiveaux of Houma, Louisiana
Vessel: Unnamed boat, was shrimp trawling on May 29, 1980 in Lake Pelto, Terrebonne Parish, when he encountered an unknown object, causing damage to his trawl. Amount of claim: \$571.31.

80-210 Whitney Dardar of Golden Meadow, Louisiana
Vessel: Three Ladies, was trawling near Bird Island in Barataria Bay, Lafourche Parish, on November 28, 1980, when he encountered an unknown object, causing damage to his trawl. Amount of claim: \$1,042.13.

81-223 Joseph Assevado, Jr. of St. Bernard, Louisiana
Vessel: Miss Mona, was trawling in Lake Borgne on November 26, 1980 when he encountered a piece of concrete, causing damage to his trawl. Amount of claim: \$1,037.95.

81-225 Luke Cibulich of Port Sulphur, Louisiana
Vessel: Marija, was oyster fishing in Quarantine Bay near Spanish Point on December 29, 1980, when he encountered 2½ inch pipe, causing damage to his vessel. Amount of claim: \$9,346.67.

81-227 Sidney Hingle of Port Sulphur, Louisiana
Vessel: Missy Lane, was shrimp trawling near Grande Ecaille Mine, Plaquemines Parish on December 13, 1981 when he encountered a creosote piling, causing damage to his trawl. Amount of claim: \$1,107.95.

81-231 Ronald Gaspard of Cameron, Louisiana
Vessel: Pattie L., was trawling in the Gulf of Mexico, West of Calcasieu Pass when he encountered a piece of tank, causing damage to his trawl. Amount of claim: \$1,100.00

Any written objections to these claims must be received by the close of business May 1, 1981 by the Secretary, whose address is: Mr. Frank A. Ashby, Jr., Secretary, Department of Natural Resources, Box 44395, Capitol Station, Baton Rouge, Louisiana 70804. At the hearing, any person may submit evidence on any phase of the claims.

Frank A. Ashby, Jr.
Secretary

POTPOURRI

Department of Natural Resources Office of Forestry

The Louisiana Forestry Commission will hold its regular quarterly meeting at the Office of Forestry headquarters on the Alexander State Forest near Woodworth, Louisiana, at 10:00 a.m. on Thursday, June 11, 1981.

Included on the agenda will be a discussion of forest tree seedling production costs to determine if the prices at which seedlings are sold should be adjusted.

Interested parties may present their views and comments at the meeting. Written comments may be submitted to D. L. McFatter, Assistant Secretary, Office of Forestry, Box 1628, Baton Rouge, Louisiana 70821.

D. L. McFatter, Assistant Secretary
Office of Forestry

POTPOURRI

Department of Public Safety Municipal Officers' Supplemental Pay

The next scheduled meeting of the Board of Review for Municipal Police Officers' Supplemental Pay will be held on April 28, 1981, at 10:00 a.m. in Room 218 of State Police Headquarters, 265 South Foster Drive, Baton Rouge, Louisiana.

Larry A. Messina
Secretary-Treasurer

POTPOURRI

Department of the Treasury Board of Trustees State Employees Group Benefits Program

Notice is hereby given that a Public Hearing will be held on April 22, 1981, at 9:30 a.m., in the Conservation Hearing Room of the Natural Resources Building, 625 North Fourth Street, Baton Rouge, Louisiana, relative to proposed changes in benefits offered by the State Employees Group Benefits Program. Persons desiring any other information may contact James D. McElveen, Executive Director, State Employees Group Benefits Program, Box 44036, Baton Rouge, Louisiana 70804.

James D. McElveen
Executive Director

POTPOURRI

Department of the Treasury Board of Trustees State Employees Group Benefits Program

The Board of Trustees of the State Employees Group Benefits Program, on March 25, 1981, voted to allow those persons who were members of the State Employees Group Benefits Program and also covered by Medicare on December 31, 1980, who after January 1, 1981, dropped their coverage with the State Employees Group Benefits Program, to re-enroll in the State Employees Group Benefits Program.

Application for re-enrollment must be made prior to July 1, 1981, and all coverage will be effective July 1, 1981. Persons wishing to re-establish coverage may contact Dr. James D. McElveen, Executive Director, State Employees Group Benefits Program, Box 44036, Baton Rouge, Louisiana 70804.

James D. McElveen
Executive Director

Errata

ERRATA

Department of Natural Resources Office of Environmental Affairs

The sentence "Any reference in the Air Quality Regulations to 'Air Control Commission' should be changed to 'Commission'" is not part of Section 4.14 and refers in general to any reference to Air Control Commission throughout the Air Quality Regulations.

B. Jim Porter
Assistant Secretary
Office of Environmental Affairs

ERRATA

Department of Wildlife and Fisheries Wildlife and Fisheries Commission

The following rule was inadvertently omitted for publication in the Louisiana Register, Volume 7, Number 2, February 20, 1981, Page 51.

Resolution adopted by the Louisiana Wildlife and Fisheries Commission at its regular meeting held in Baton Rouge on December 16, 1980.

WHEREAS, samples of Lake Bistineau have indicated low poundage of commercial non-predatory food fish during the past 10 years, and

WHEREAS, there is a striped bass release program currently underway in Bistineau, and

WHEREAS, the use of commercial netting in the lake unnecessarily jeopardizes the presence of these large game fish,

THEREFORE BE IT RESOLVED, the Louisiana Wildlife and Fisheries Commission hereby continues the closure of Lake Bistineau to commercial fish netting. This action to be effective January 1, 1981 and extend through December 31, 1984.

Jesse J. Guidry, Secretary
Department of Wildlife and Fisheries

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