

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

UNIVERSITY OF NEW ORLEANS

AND

ST CHARLES PARISH

THIS AGREEMENT, made and entered into at New Orleans, Louisiana, this ___ day of , 2014 by and between ST CHARLES PARISH, hereinafter referred to as OWNER and the University of New Orleans, hereinafter referred to as the University:

WITNESSETH;

WHEREAS, ST CHARLES PARISH requires services from the University of New Orleans to provide the services of ST CHARLES PARISH ZONING CODE MODERNIZATION PROJECT,

WHEREAS, the University is professionally qualified and willing to perform these services,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The University shall perform the professional services described in the attached statement of work attached hereto and made a part of this agreement as Attachment A.
2. The University shall perform the services described in Attachments A, according to the schedule indicated therein or during the period October 1, 2014 to June 30, 2015.
3. The price and consideration for which this agreement is seventy –five thousand (\$75,000.00), which funds shall be invoiced in equal monthly installments and paid to the University by OWNER and.
4. OWNER representative for purposes of administration of this agreement shall be Earl Matherne, and the University's representative for purposes of administration of this agreement shall be Tim Jackson.
5. The University acknowledges that its relationship to OWNER is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The University acknowledges and agrees that the responsibility for payment of taxes due on the funds received under the agreement shall be said University's obligation and shall be paid under federal tax identification number 72-0702000.
7. The University shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of OWNER provided, however, that claims for money due to the University from OWNER may be assigned to any financial institution without prior written consent, provided that notice of such assignment shall be furnished to the University.
8. To the extent allowed by Louisiana law, the University shall indemnify and hold harmless OWNER against any and all claims, demands, suits, and judgments of sums of money to any party

for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the University, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the University hereunder.

9. OWNER shall indemnify and hold harmless the University against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of UNIVERSITY, its agents, servants, or employees while engaged upon or in connection with the services required or performed by UNIVERSITY hereunder.

10. Both parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. The University agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

11. This agreement may be amended or extended only by mutual written consent of both parties.

12. Both parties reserve the right to cancel this agreement upon a thirty (30) day written notice to the other party. The University shall be reimbursed for all allowable costs incurred to the date of termination, including all non-cancelable commitments, providing however that this clause shall not constitute authority to exceed the amount specified in clause 3.

13. This agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against either party.

14. Proprietary Information disclosed during the term of this Agreement and the protection afforded to such Proprietary Information by this Agreement shall continue notwithstanding any termination or expiration of this Agreement for a period of five (5) years from the Effective Date of this Agreement. The above obligations relating to the use of and disclosure of Proprietary Information shall be satisfied by the Receiving Party affording that Proprietary Information the same degree of protection which it affords to its own Proprietary Information of similar importance, but not less than a reasonable degree of care. Nothing contained herein shall restrict any Party from disclosing any portion of Proprietary Information on a restrictive basis pursuant to a judicial or other lawful government order, but only to the extent of such order and only after reasonable prior notice to the Disclosing Party who can attempt a lawful process to preclude such disclosure. Oral Proprietary Information disclosed shall be written to paper within 10 days. All disclosures shall be marked as Proprietary Information for the protection to be afforded.

15. Ownership and title to any invention or intellectual property resulting from this research, whether or not patentable, shall reside with University of New Orleans. The University will notify the Contractor of the invention or the creation of intellectual property upon its disclosure by the Principal Investigator to the University's Office of Technology Management and Commercialization. The Contractor is granted a first option to negotiate an exclusive or non-exclusive royalty bearing license to such intellectual property; this option shall expire 180 days after notification or 180 days after filing of a patent application, whichever occurs first.

16. Ownership of any equipment involved with research shall be the property of the University,

unless otherwise stated.

17. This agreement shall expire on July 1, 2015, unless extended or canceled as provided herein.

18. When federal funds are involved, The University shall comply with the federal guidelines under Circulars OMB A-21 , OMB-133 and OMB-110 as they apply to institutions of higher education.

19. "OWNER" may not make any use of the name, marks, logo, initials, University in news releases, advertisements, promotional materials, or otherwise, without obtaining prior written consent from the respective authorized representative named in this Agreement for each such use. Under no circumstances may OWNER state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

IN WITNESS WHEREOF, the parties have executed this agreement in the presence of the undersigned competent witnesses

Witnesses:

UNIVERSITY OF NEW ORLEANS

Gregg Lassen
Vice President for Business Affairs

ST CHARLES PARISH

V.J. St. Pierre, Jr.
Parish President

ATTACHMENT A CONTRACTUAL SERVICES AGREEMENT

University Contact:

University of New Orleans Lakefront Campus New Orleans, LA 70148

ATTN: Kendy Martinez, Research Administrator Office of Research and Sponsored Programs
University of New Orleans Administration Building, Suite 1005 2000 Lakeshore Drive, N.C., LA 70148
Phone: 504.260.6637 kbmarti 1@uno.edu

Your Company Contact: (technical reports & invoicing)

Name of Official Authorized to Sign Contract: UNO's Tax 1.0. Number: 72-0702000 Services to Be Performed:

See Attachment B Time Period: Start: XXX Complete: XXX Payment Amount: Payment Terms: (see

Attachment 8) UNO Account No.: TBo Contract No.: Your subcontract or PO to UNO name or # Department

Representatives:

UNO Reps names and contact

I. SCOPE OF SERVICES

1. Update and modernize zoning code definitions.
2. Evaluate and modernize standards for transitional buffers in the R3, CR1, C1, C2, C3, M1, and M2 zoning districts (CC 1.4).
3. Modernize standards for landscaping and required parking. Adjust as necessary the zoning requirements for commercial development including but not limited to minimum and maximum setbacks, parking ratios, location of parking, parking reductions and credits, access management, increased landscaping, and storm water solutions that comply with the Parish's MS-4 ordinance (CC 1.2).
4. Propose standards for industrial development to include provisions of minimal landscaping and open space; open storage screening; on-site employee and truck parking; loading maneuvering and storage (CC 1.6).
5. Review and broaden existing residential zoning districts to accommodate multiple housing types as may be appropriate, including standards for accessory dwelling units (LU-1.2/HOU 1.1). Modernize multifamily and townhouse development standards.
6. Updated standards for mobile homes and modular housing to ensure compatibility with site built residential uses.
7. Update Home Occupation standards (ED 5.3).
8. Increase the transparency, predictability, and consistency of the development approval process with attention to (a) modernizing nonconforming use provisions, (b) strengthening special permit use and variance evaluation criteria, (c) improving rezoning criteria, and (d) revising standards for interpreting zoning district boundary lines and permitted uses (LU 3.2).
9. Recommend a revised fee structure for land use applications.
10. Develop and implement stakeholder and public participation plan. Amend draft documents as warranted through the public participation process with a minimum of two (2) community meetings.
11. Present draft and final version of ordinance at a minimum of six (6) public meetings including Council Committee meetings/public hearings and meetings of the Planning Commission.
12. Briefings for Staff, Parish Officials, Planning Commissioners and Zoning Board of Adjustment members on amendments
13. Provide a written summary of all proposed changes that cross-references the existing codes. Identify peripherally affected sections of the Parish Code.



THE UNIVERSITY of
NEW ORLEANS
DIVISION OF PLANNING

St. Charles Parish Zoning Code Update Proposal

I. INTRODUCTION and BACKGROUND

St Charles Parish understands the need to modernize specific portions of the Zoning Ordinance. To reach this goal, the Parish has requested assistance from the University of New Orleans, Division of Planning, at the UNO Merritt Becker Transportation Institute.

The existing Zoning Ordinance has been revised in a piecemeal manner over the past 33 years largely in response to specific zoning issues. Consequently, the code contains inconsistencies and does not always reflect the best zoning practices. Though not a complete overhaul of the Zoning Ordinance, this project can be seen as the first phase of revisions culminating in a coherent and up to date set of regulations. The Parish has the expectation that these revisions will express a progressive vision, consistent with the adopted goals and policies of the Comprehensive Land Use Plan. The amendments should promote balanced growth while protecting the health, safety and welfare of the Parish residents and businesses.

The Parish has budgeted \$75,000.00 for this work which is expected to be complete within a nine (9) month period.

This proposal contains the following information:

- Proposed Scope of Services from UNO, Division of Planning Services
- Timeline for project completion
- UNO Division of Planning Services - fact sheet
- Biographical information for key personnel working on the project.

II. PROJECT OBJECTIVES

The Parish has established the following objectives in development of the ordinance amendments.

- Implement recommendations and policies from the Comprehensive Plan, St. Charles 2030.
- Ensure zoning code amendments are developed through a robust stakeholder and public engagement process.
- Provide a document that is "user-friendly" and easily readable through the use of common language and the inclusion of graphics and tables to illustrate regulations.
- Provide an ordinance that is updated to meet best planning practices and that meets the legal standards for Louisiana.

MERRITT C. BECKER, JR. _____

Page 1 of 3

UNO TRANSPORTATION INSTITUTE



THE UNIVERSITY of
NEW ORLEANS
DIVISION OF PLANNING

III. SCOPE OF SERVICES

The University of New Orleans, Division of Planning Services, will perform the following tasks:

1. Coordinate with St. Charles Parish staff, as needed.
2. Update and modernize zoning code definitions.
3. Evaluate and modernize standards for transitional buffers in the R3, CR1, C1, C2, C3, M1, and M2 zoning districts (CC-1.4).
4. Modernize standards for landscaping and required parking. Adjust as necessary the zoning requirements for commercial development including but not limited to minimum and maximum setbacks, parking ratios, location of parking, parking reductions and credits, access management, increased landscaping, and storm water solutions that comply with the Parish's MS-4 ordinance (CC 1.2).
5. Propose standards for industrial development to include provisions of minimal landscaping and open space; open storage screening; on-site employee and truck parking; loading maneuvering and storage (CC 1.6).
6. Review and broaden existing residential zoning districts to accommodate multiple housing types as may be appropriate, including standards for accessory dwelling units (LU-1.2/HOU 1.1). Modernize multifamily and townhouse development standards.
7. Updated standards for mobile homes and modular housing to ensure compatibility with site built residential uses.
8. Update Home Occupation standards (ED 5.3).
9. Increase the transparency, predictability, and consistency of the development approval process with attention to (a) modernizing nonconforming use provisions, (b) strengthening special permit use and variance evaluation criteria, (c) improving rezoning criteria, and (d) revising standards for interpreting zoning district boundary lines and permitted uses (LU 3.2).
10. Recommend a revised fee structure for land use applications.
11. Develop and implement stakeholder and public participation plan. Amend draft documents as warranted through the public participation process with a minimum of two (2) community meetings.
12. Present draft and final version of ordinance at a minimum of six (6) public meetings including Council Committee meetings/public hearings and meetings of the Planning Commission.
13. Briefings for Staff, Parish Officials, Planning Commissioners and Zoning Board of Adjustment members on proposed amendments.
14. Provide a written summary of all proposed changes that cross-references the existing codes. Identify peripherally affected sections of the Parish Code.



THE UNIVERSITY of
NEW ORLEANS
DIVISION OF PLANNING

IV. TIMELINE / BUDGET

The University of New Orleans, Division of Planning Services, agrees it can complete the project within nine (9) months of the Notice to Proceed. UNO also agrees the project can be completed within the \$75,000 budgeted by the Parish for the project.

V. APPENDICES

1. UNO Division of Planning Services - fact sheet
2. Biographical information for key personnel working on the project.
 - i. Tim Jackson, AICP – Project Coordinator
 - ii. Stephen D. Villavaso, FAICP, JD
 - iii. Other Team Members – Biographical data available, not included
 - 1) Wendel Dufour – staff planner
 - 2) John Renne, AICP, PhD – Director, UNO Transportation Institute
 - 3) Peter Bennett – Research Associate, GIS Coordinator, Transportation Planner

UNO DIVISION OF PLANNING SERVICES - fact sheet

The University of New Orleans, Division of Planning Services, is housed in the *Merritt C. Becker, Jr. UNO Transportation Institute*, Department of Planning and Urban Studies. The Division of Planning Services serves as a resource for the practical application of planning tools, primarily at the local government level. The Division of Planning fulfills the university-wide mission to improve the quality of life throughout the New Orleans region. Our faculty/staff work with federal, state, and local governments, non-profits and businesses.

Division of Planning Services staff members are experienced in:

- Zoning and other development regulations
- Comprehensive planning
- Neighborhood revitalization
- Transportation planning, including transit, bicycle and pedestrian planning
- Community outreach / public participation
- Housing
- Cultural preservation
- Historic preservation
- Economic development
- Resilience
- Hazard mitigation
- GIS
- Grant and grant administration

Service and Membership

- American Planning Association
- American Institute of Certified Planners
- Louisiana Floodplain Management Association
- Bike Easy
- Planning Commissioner Training Workshops
- New Orleans City Planning Commission
- Ride New Orleans

Recent Projects

- City of Kenner
 - *Pattern for Progress: the City of Kenner Comprehensive Plan*
 - Kenner Comprehensive Zoning Ordinance revisions
 - *Airport Buy-Out Property Redevelopment in the City of Kenner*
- St. John the Baptist Parish
 - *One Parish, One Future: Comprehensive Resilience Plan for St. John Parish*
 - St. John Parish - development regulations revisions
- Regional Planning Commission – SmartGrowth project
- Jefferson Parish

MERRITT C. BECKER, JR. _____

UNO TRANSPORTATION INSTITUTE



THE UNIVERSITY of
NEW ORLEANS

DIVISION OF PLANNING

TIMOTHY H. JACKSON, AICP

University of New Orleans
2000 Lakeshore Dr, New Orleans, LA 70148
thjacks3@uno.edu
504.280.6515



BIOGRAPHY

Tim Jackson, AICP, is a professional planner with over 24 years of experience in both the public and private sectors. Tim currently is a Senior Research Associate with the, Division of Land Use and Transportation Planning at the University of New Orleans Transportation Institute. Tim has worked as a planner for the City of Kenner, LA and was Planning Director in Mandeville, LA and Slidell, LA. He also spent 14 years as a planning, land use and zoning consultant. His professional focus has been land use planning, development regulations and public policy at the local government level.

In 2001 Tim was appointed to the New Orleans City Planning Commission and served eight years, including three years as Chairman. During his service with the Planning Commission, Tim helped guide the City through the Comprehensive Planning process, which successfully culminated in the adoption, in January 2010, of the City of New Orleans' first ever Comprehensive Plan. Tim is also very active in the American Planning Association (APA) and is a Past President of the Louisiana Chapter APA. He has been a member of the American Institute of Certified Planners (AICP) since 1995.

CURRICULUM VITAE

EDUCATION

University of New Orleans, New Orleans, LA Master of Urban and Regional Planning	May 1989
University of New Orleans, New Orleans, LA Bachelor of Arts, History Minor: English	May 1976

PROFESSIONAL EXPERIENCE**Senior Research Associate****July 2011-Present**

University of New Orleans, Division of Planning, New Orleans, LA

- Facilitating the comprehensive planning process, including data collection, public participation and analyses for the City of Kenner and St. John Parish.
- Preparing resiliency-oriented development and zoning regulations for those communities.

Planning, Zoning and Land Use Consultant**April 1996 -July 2011**

- Assisted numerous local governmental entities on a variety of land use and zoning issues and projects, including comprehensive and strategic plan facilitation and preparation, drafting of zoning ordinances and subdivision regulations.
- Prepared numerous grant applications for federal Transportation Enhancement and similar funding programs. These projects resulted in over a dozen bike and pedestrian projects for the City of Mandeville, St. John Parish, City of Harahan, and other communities totaling over \$1M.

City of Slidell, LA - Director of Planning**June 2007 – June 2008**

Led a department of five employees, including planners and support staff, charged with all planning and zoning related matters, including implementing design guidelines in Olde Towne Slidell and adoption of the first City of Slidell Master Plan in 2008.

City of Mandeville, LA – Director of Planning**October 1992 – April 1996**

Headed a department responsible for all planning, zoning, code enforcement, development initiatives, proposals and projects for a fast-growing municipality. Implemented the Comprehensive Land Use Regulations Ordinance, prepared a Master Bicycle and Pedestrian Master Plan, and an urban forestry program. Supervised a staff of seven employees, including planners, inspectors, interns, and support staff.

City of Kenner, LA – Assistant Director for Economic Development**July 1989 – October 1996**

Performed a variety of planning and zoning functions, analyzed development proposals; prepared reports for the Planning Commission, Council and Administration. Administered various economic development programs and represented the City on various economic development and airport related technical committees.

AFFILIATIONS, HONORS AND AWARDS

- University of New Orleans, College of Urban and Public Affairs (CUPA)
 - CUPA Alumni Advisory Committee, 2003-2005
 - CUPA Alumnus of the Year – 2005
- New Orleans City Planning Commission; 2001 - 2009. Elected Chairman – 2004-2006.
- American Planning Association
 - APA (National) - Member, Planning Officials Advisory Committee, 2000-2004
 - Served in numerous leadership positions at the Louisiana Chapter and Metro New Orleans Section
- American Institute of Certified Planners (AICP) – Member since July 1995
 - Member of AICP Membership Committee (2011 – present)
- Board Member/ Vice Chair – Audubon Charter School, January 2011 – December 2012
- Board Member – Lakeview Property Owners Association, 2010 – present

Stephen D. Villavaso, FAICP

Forty years of concentrated and innovative application of the skills of professional urban and regional planning on local, regional and national issues and projects, including innovative approaches to land use, zoning, Smart Growth planning techniques, brownfields and grantwriting for professional planners.

Steve is an Adjunct Professor of Land Use and Zoning Law at the University of New Orleans for the past twenty years. He is also CEO of Villavaso & Associates, LLC, a Louisiana Professional planning consulting firm since 1992.

Specific Experience and Projects include:

1. Land Use Planning

Master Planner for the following towns and cities in Louisiana (a partial list):

- Land Use Plan and Master Plan adopted: Monroe, Louisiana (2013)
- Land Use Plan and Master Plan adopted: Sulphur, Louisiana (2012)
- Land Use Plan (under review): Thibodaux (2012)
- Land Use Plan and Master Plan adopted: Scott, Louisiana (2012)
- Land use Plan and the 2011 Master Plan for the City of Covington, Louisiana.
- Land Use Plan and Annexation Expert Witness assistance to the Town of New Llano, Louisiana (2009-2012).
- Land Use Plan and Master Pan for the City of Harahan, Louisiana (2009-present).
- Land Use Plan and Master Plan for the City of Slidell, Louisiana (2007-2010).
- Land Use Plan for Cameron Parish. **Master Planner** for the Parish for a complete re-writes of the zoning and subdivision regulations as part of a long term recovery strategy. Created the first GIS-shape file based Land Use plan for the Parish. (2007-2008),
- **New Orleans- City of New Orleans 1999 Land Use Plan – Senior Land Use Planner and Zoning Manager** on the first update of the Land Use Plan of the City of New Orleans since 1970.

2. Zoning

Project Director for the following Zoning Ordinance updates for cities and towns in Louisiana (a partial list):

- Zoning Ordinance and Map update: Sulphur, Louisiana (under review) (2014)
- Zoning ordinance and Map: Scott, Louisiana (under review) (2014)
- Zoning Ordinance and Map: Central, Louisiana (text: 2013; map 2014) (under review)
- Zoning Ordinance and map: Monroe, Louisiana adopted (2013)
- Zoning Ordinance and Map adopted: St. Francisville, Louisiana (2013)
- Zoning Ordinance and Map update for the City of Covington, Louisiana (2006-2001).
- Zoning Ordinance and Map Update for the Town of Livingston, Louisiana (2009-2012).
- Zoning Ordinance and Map update for the Town of St. Francisville, Louisiana (2009-present).
- Town Center Code Development and Pattern Book for the City of Central, Louisiana (2011-present).
- Zoning Code and Map update for the City of Thibodaux (2012-present).
- Zoning Ordinance and Map update for the City of New Orleans (2010 – present).

- **Bossier City, Louisiana: Land Use and Zoning Legal Manager** for a new Municipal Development Code for the City of Bossier City, Louisiana. First update and re-write of the Code in twenty years. (2001-2003)
- **Harahan, Louisiana: Project Director**
- **New Orleans, Louisiana: Project Director /Zoning Technical Advisor** for the City's proposed (first in thirty years) zoning ordinance (including maps and text).

3. Law

- **Assistant City Attorney: Counsel for Planning and Development** - the City of New Orleans (reporting directly to the Mayor - Ernest N. Morial) (1983-1984).
- **Adjunct Professor** at the University of New Orleans (1988-present): Developed numerous courses and currently teach graduate urban planning courses in land use and zoning law, growth management and grantwriting for planners.
- **Adjunct Professor**, Pennsylvania State University, Rockefeller Foundation Program in Urban Planning and Development (2007/2008/2010).
- **Special Lecturer**, Louisiana State University, Baton Rouge: Urban Planning and Recovery Planning lectures in the Louisiana Levee School (2007 – 2011).
- **Various Continuing Legal Education** courses for the Louisiana Bar Association (2000-present) and the Louisiana Chapter of the American Planning Association for training courses for public officials required to obtain state mandated training (pursuant to LRS 33.101, et Seq. and Act 859 of the 2004 Louisiana State Legislature in City Planning (2004-present).

4. Professional Affiliations

- **College of Fellows of the American Institute of Certified Planners (FAICP)** (2004)
- **American Planning Association: Charter Member** (1978)
- **American Institute of Certified Planners: Charter Member** (Number 3124) (1979)
- **American Institute of Planners** (1974-1981)
- **American Society of Planning Officials** (1976-1981)
- **Louisiana Bar Association: Member** since 1982 (Bar Roll Number: 13081)

5. Education/Licenses/Other

- **Juris Doctor**
School of Law
Loyola University, New Orleans, LA (May, 1981)
- **Master of Urban and Regional Planning**
College of Urban and Public Affairs
University of New Orleans (July, 1976)
- **Bachelor of Science (Economics and Management)**
College of Business Administration
University of New Orleans (June, 1971)
- **Military Service to the United States of America: United States Navy Veteran: 1971-1978**