

Ad.

2014-0238

**INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. 14-8-14

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the University of New Orleans for Phase I of the St. Charles Parish Zoning Code Modernization Project.

WHEREAS, St. Charles Parish understands the need to modernize specific portions of the Zoning Ordinance; and,

WHEREAS, the existing Zoning Ordinance has been revised in a piecemeal manner of the past 33 years largely in response to specific zoning issues and has resulted in inconsistencies and does not always reflect the best zoning practices; and,

WHEREAS, for several years the Planning & Zoning Department has allocated funding to pursue a complete overhaul of the Zoning Ordinance and this project is seen as the first phase of revisions culminating in a coherent and up to date set of regulations; and,

WHEREAS, it has been determined that the agreement with the University of New Orleans is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and the University of New Orleans for the development of Phase I of the St. Charles Parish Zoning Code Modernization Project is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement.

The foregoing ordinance having been submitted to the vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, BENEDETTO

And the ordinance was declared adopted this 18th day of August, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 8-19-14
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 8-20-14
 AT: 11:45a RECD BY: [Signature]

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
UNIVERSITY OF NEW ORLEANS
AND
ST. CHARLES PARISH**

THIS AGREEMENT, made and entered into at New Orleans, Louisiana, this **20 day of August** by and between St. Charles Parish, hereinafter referred to as "St. Charles" and the University of New Orleans, hereinafter referred to as the "**University.**"

WITNESSETH;

WHEREAS, St. Charles 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 B.
2. The University shall perform the services described in Attachments A and B, according to the schedule indicated therein or during the period **October 1, 2014 to June 30, 2015**. Should there be a conflict between the dates indicated in the attachments and the dates indicated in this paragraph, the dates in this paragraph will govern.
3. The price and consideration for which this agreement is made is a fixed price of seventy-five thousand and zero cents (\$75,000.00), which funds shall be paid to the St. Charles Parish in accordance with the schedule set forth in Attachment B.
4. St. Charles Parish's 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 St. Charles Parish 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 St. Charles Parish provided, however, that claims for money due to the University from St. Charles Parish 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 St. Charles Parish 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. St. Charles Parish 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 St. Charles, 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 St. Charles Parish agrees to abide by 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.

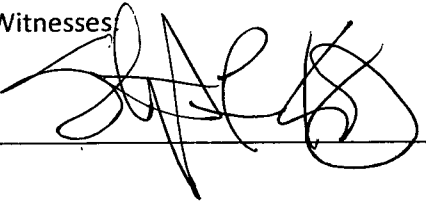
11. This agreement may be amended or extended only by mutual written consent of both parties.
12. Both parties reserve the right to cancel this agreement upon a thirty (30) day written notice to the other party. The University shall be reimbursed for all allowable costs incurred to the date of termination, 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, less otherwise stated.
17. This agreement shall expire on **June 30, 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. St. Charles Parish 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 St. Charles Parish 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:

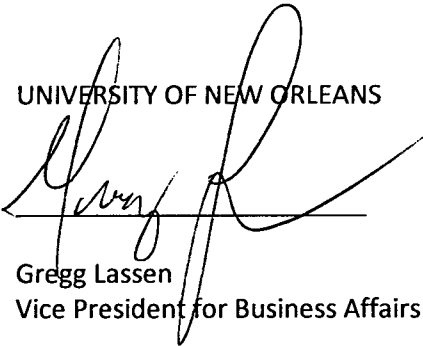


A handwritten signature in black ink, appearing to be 'J. St. Pierre', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Andrea Blane', written over a horizontal line.


UNIVERSITY OF NEW ORLEANS



A handwritten signature in black ink, appearing to be 'Gregg Lassen', written over a horizontal line.

Gregg Lassen
Vice President for Business Affairs

ST CHARLES PARISH



A handwritten signature in black ink, appearing to be 'V.J. St. Pierre, Jr.', written over a horizontal line.

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

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.

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