

RESOLUTION NO. 14-238

On motion of Council Member Guey, seconded by Council Member Hinkley, and on roll call all members present and voting "Yes", except Council Member Marinovich, who was "Absent", the following Resolution was adopted.

A Resolution to authorized the Plaquemines Parish President to sign on as a party to a Memorandum of Understanding for Military Coordination by and between Plaquemines Parish, Jefferson Parish, Naval Air Station/Joint Reserve Base New Orleans, and the Joint Land Use Working Group.

WHEREAS, it is in the interest of Plaquemines Parish Government to support the mission-readiness of the Naval Air Station / Joint Reserve Base New Orleans; and

WHEREAS, the proposed Memorandum of Understanding for Military Coordination seeks to improve communication and coordination between Plaquemines Parish Government, NAS/JRB New Orleans and the general public; and

WHEREAS, the Joint Land Use Study Implementation Committee, comprised of Plaquemines Parish officials, residents, and property owners, has developed said Memorandum of Understanding for Military Coordination as part of their yearlong work to implement the findings of said Study and recommended this resolution in the August 5, 2014 Policy Group meeting; and

WHEREAS, the Plaquemines Parish Council can authorize the President to sign as a party to the agreement;

NOW, THEREFORE:

BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Plaquemines Parish President is hereby authorized to sign as a party to the Memorandum of Understanding for Military Coordination and execute any and all responsibilities necessary as laid out in the MOU going forward.

BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the Secretary of this Council is hereby authorized and directed to immediately certify and release this Resolution and that Parish officials and employees are authorized to carry out the purposes of this Resolution, both without further reading and approval by the Plaquemines Parish Council.

I hereby certify the above and foregoing to be a true and correct copy of a Resolution adopted by the Plaquemines Parish Council at a meeting held in the Temporary Courthouse Building, 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, on Thursday, September 11, 2014.


Secretary

**MEMORANDUM OF UNDERSTANDING
FOR MILITARY COORDINATION**

BY AND BETWEEN

**NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS,
JEFFERSON PARISH, PLAQUEMINES PARISH**

AND

THE JOINT LAND USE WORKING GROUP

This Memorandum of Understanding (“MOU”) is entered into by and between Naval Air Station Joint Reserve Base New Orleans, the Joint Land Use Working Group, Plaquemines Parish, and Jefferson Parish (collectively referred to as the “Parties”) for the purpose of Party coordination in the vicinity of the flight and training areas associated with Naval Air Station Joint Reserve Base New Orleans.

RECITALS

WHEREAS, Naval Air Station Joint Reserve Base New Orleans (NAS-JRB), the community, and local jurisdictions have historically cooperated to ensure the sustainability of the ongoing mission of NAS-JRB, to undertaking land use planning in the areas proximate to NAS-JRB; and to preserve constitutionally protected property rights; and

WHEREAS, the Parishes and NAS-JRB have appointed a Joint Land Use Working Group to oversee ongoing land use matters within the designated Military Influence Planning District and to oversee implementation of this MOU; and

WHEREAS, the Parties wish to adopt a Memorandum of Understanding in order to formalize the procedures that guide that cooperation, as recommended by the “Naval Air Station Joint Reserve Base New Orleans Joint Land Use Study,” dated March 2011 (the “2011 JLUS”); and

WHEREAS, the 2011 JLUS included a statement of understanding, which generally defined the parameters of cooperation, which the Parties now wish to implement through this Memorandum of Understanding; and

WHEREAS, the Parties wish to continue the dialogue undertaken in the preparation of the 2011 JLUS with respect to land use surrounding NAS-JRB, and with respect to any new or evolving regulations and instructions concerning land use; and

WHEREAS, NAS-JRB historically has conducted flight training missions in the region and is anticipated to continue to do so for the foreseeable future; and

WHEREAS, NAS-JRB is a preeminent Navy installation and is a vital component in the architecture of the Department of Defense’s joint service method of operational planning and execution and in the newly-emerging inter-agency approach to meeting homeland defense requirements; and

WHEREAS, the 2011 JLUS recognized that incompatible land uses within designated training areas, in the vicinity of the base and throughout the region, may impede the mission of NAS-JRB and threaten the safety of base personnel and citizens; and

WHEREAS, with respect to accommodating the sensibilities of the surrounding communities, NAS-JRB officials have voluntarily modified flight procedures; and

WHEREAS, the Navy acknowledges that under the Constitution of the State of Louisiana of 1974 states, “every person has the right to acquire, own, control use, enjoy, protect, and dispose of private property...subject to reasonable statutory restrictions and the reasonable exercise of the police power”; and

WHEREAS, the Navy acknowledges that under Louisiana law, property owners may not be denied reasonable use of their property and that the responsibility for enacting, amending repealing and waiving development requirements promulgated through local zoning ordinances, subdivision regulations, building codes, and associated laws lies solely within the individual Parish governments, subject to statutory and constitutional requirements as outlined in the Louisiana Revised Statutes (as amended); and

WHEREAS, the Parties to this Memorandum of Understanding wish to protect the quality of life of those in proximity to NAS-JRB; to accommodate NAS-JRB’s mission, and enhance the opportunity for appropriately planned land development within the “Military Influence Planning District;” and

WHEREAS, Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008 and Department of Defense Instruction 4165.57, dated May 2, 2011 set forth current Air Installations Compatible Use Zone (AICUZ) guidelines applicable to NAS-JRB airfields and operations; and

WHEREAS, it is the intent of the Parties that all land use decision-making powers, lawfully delegated to the parishes by the Louisiana State Legislature, be preserved and that nothing herein is intended to diminish or cede those powers to any other entity or Party; and

WHEREAS, it is the intent of the Parties to protect private property rights, as they are defined by Louisiana and federal laws and constitutions.

Part I: DEFINITIONS

For purposes of implementing the provisions of this MOU, the terms set forth below shall have the following meanings:

Increased Military Impacts means sound, vibration, traffic, or other off-base impacts, which are greater than those typically experienced by the community, and which may result from training operations and activities at NAS-JRB over and above those that existed as of the Effective Date of the MOU. “Increased Military Impacts” may result from, among other things, significant increases or changes in personnel or training operations; new on-base housing units; expansions to on-base schools and classrooms; additional gates or gate relocations; expansions to on-base amenities and retail operations; permanent or temporary changes in on-base aircraft, squadrons, and military or other events held on-base. Increased Military Impacts include any operational changes that result in Accident Potential Zones, Clear Zones, or Noise Zones other than those identified in the “2002 Addendum Air Installations Compatible Use Zones Report, NAS, JRB New Orleans, Louisiana,” dated February 2003.

Land Use Coordination Conference means an informal meeting of a landowner or applicant with representatives from NAS-JRB, held for the purpose of exchanging information, encouraging compatible land use, and ensuring efficiency in the land use approval process, within the Military Influence Planning District. Land Use Coordination Conferences also will allow landowners and applicants to anticipate and respond to NAS-JRB input before land use applications are submitted to one of the Local Government Parties.

Local Government Party means Plaquemines Parish or Jefferson Parish.

Military Influence Planning District means the areas indicated on the map attached to this Agreement as Exhibit A.

Written Notice means an electronic or hardcopy communication by and between Points of Contact as provided in the MOU.

Part II: POINTS OF CONTACT

- A. For purposes of coordination among the Parties, the officials listed below are the designated “Points of Contact” for each Party. These officials will ensure the provisions of the MOU are met and, when the involvement of others within their organization is useful, will coordinate with those persons as needed.

NAS-JRB New Orleans

Community Plans and Liaison Officer (Primary)

(504) 678-9941

Installation Commanding Officer or Executive Officer (Secondary)

(504) 678-9885

Jefferson Parish

Jefferson Parish President (Primary)

(504) 736-6405

Jefferson Parish Attorney (Secondary)

(504) 736-6300

Plaquemines Parish

Plaquemines Parish President (Primary)

(504) 274-2460

Plaquemines Parish Attorney (Secondary)

(504) 297-5564

Joint Land Use Working Group

<to be inserted>

- B. To change its Point of Contact or contact information at any time, a Party will provide Written Notice to the other Parties to the MOU when the Point of Contact or their contact information changes.
- C. Changes to Points of Contact and contact information do not require an amendment to the MOU. However, an addendum has been included, as Exhibit B, to assist each Party in maintaining current Points of Contact and contact information for all other Parties, after the adoption of or amendments to the MOU.

Part III: ONGOING COMMITMENTS OF THE PARTIES
(upon Execution of the MOU)

The Parties wish to begin or to continue implementation of the following ongoing coordination commitments:

A. Generally

1. It is the intent of the Parties to the Memorandum of Understanding to coordinate early and often on matters addressed in the MOU. To that end, the Parties recognize that the timeframes set forth here reflect the minimum level of coordination that each wishes to have before decisions are made by one Party that may impact another.
2. Local Government Parties to this MOU will facilitate cooperation between landowners, citizens, and applicants and NAS-JRB to ensure that communication of land use applications related to development in the MIPD occurs expeditiously.
3. Local Government Parties may provide contact information, initiate contact between the parties, provide facilities for meetings, and undertake any other reasonable efforts to effectuate communication between landowners, citizens, and applicants and NAS-JRB.
4. NAS-JRB will assist the Local Government Parties to provide information related to land use compatibility in the MIPD, as well as in interpreting and implementing any Military Influence Planning District Ordinances that are adopted. For example, NAS-JRB will give informal feedback to a Local Government Party, landowner, or applicant on whether a proposed land use would impact NAS-JRB's mission before the land use is undertaken, in accordance with the Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.
5. The Parties understand and agree that notice and coordination provided by a Local Government Party pursuant to this MOU does not grant NAS-JRB the authority to approve or disapprove any proposed land use, structure, zoning change, or comprehensive plan amendment within the boundaries of a Local Government Party.
6. The Parties further understand and agree that the Parishes are not responsible for implementing or enforcing directly any military compatibility guidelines, including, but not limited to, the Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.

B. Increased Military Impacts

1. NAS-JRB will give Written Notice to the other Parties to the MOU of known Increased Military Impacts at least 90 calendar days before such impacts occur.

2. If NAS-JRB becomes aware of potential Increased Military Impacts fewer than 90 calendar days before their anticipated occurrence, NAS-JRB will give Written Notice to the other Parties as soon as is reasonably possible.
3. NAS-JRB is not expected to give notice of any Increased Military Impacts to the other Parties when to do so would require disclosure of information it deems classified or sensitive to the Navy mission.

C. Land Use Coordination Conferences

1. NAS-JRB will continue to meet with any landowner or applicant with respect to any land use or structure proposed within the Military Influence Planning District in order to facilitate an initial determination of any potential impacts the development proposal may have on Navy training activities.
2. Among the matters that NAS-JRB and the landowner or applicant may wish to discuss in these conferences are:
 - a. whether a proposed land use change or development proposal would be incompatible with NAS-JRB operations;
 - b. mitigation techniques that may reduce impacts on base operations and increase compatibility between base operations and the proposed land use or structure;
 - c. whether changes to the proposed land use or development may efficiently and effectively avoid incompatibilities; and
 - d. any other matters the Local Government Parties, landowners, or applicants wish to address related to land use compatibility between their property and NAS-JRB.
3. NAS-JRB will use as its guidelines any adopted Military Influence Planning District ordinance of a Local Government Party, if applicable; Chief of Naval Operations Instruction OPNAVINST 11010.36C, dated October 9, 2008; and Department of Defense Instruction 4165.57, dated May 2, 2011.
4. Upon the consent of those attending, participation in a Land Use Coordination Conference also may include Local Government Party representatives or other public- or private-sector representatives whose input will benefit the purpose of the conference.
5. Land Use Coordination Conferences may be held at any time before or after a land use application is submitted by a landowner or applicant to a Local Government Party.
6. Any information provided to NAS-JRB in conjunction with a Land Use Coordination Conference may become part of the public record and may be subject to release under the Freedom of Information Act.

D. Land Use Applications

1. Each Local Government Party will coordinate with NAS-JRB as provided in this section (D).
2. ***Plaquemines Parish***
 - a. Plaquemines Parish will provide Written Notice to NAS-JRB point of contact identified in Part II of the MOU when the following types of land use developments are proposed in the MIPD:

- e.* If no comments are received from NAS-JRB within the ten (10) working day review period, it will be assumed it has no objection or comments to make with respect to the proposed land use development.
- f.* Notice by Jefferson Parish to NAS-JRB will include the following
 - i.* a copy of the application as submitted by the applicant;
 - ii.* surveys of the property that are available;
 - iii.* the date the application will be considered for recommendation or a final decision by a Parish official, committee, or other body of government, including Parish Council; and
 - iv.* any other information the Parish deems applicable or helpful in NAS-JRB's review of a land use application.

E. Capacity-Expanding Infrastructure and Capital Improvements

1. The Local Government Parties and NAS-JRB wish to give each other adequate notice of infrastructure upgrades or changes, as described in subparagraph (E)(3), below, that may impact growth and transportation patterns within the Military Influence Planning District.
2. NAS-JRB will maintain sufficient stormwater infrastructure in accordance with NAVFAC – BELLE CHASSE DRAINAGE DISTRICT (UTIL) Contract “N62467-70-0281/Modification P00006”, dated January 1, 1978 (as most currently amended), such that off-base stormwater impacts are mitigated.
3. At least ninety (90) days before any official consideration by a Local Government Party to fund or plan for a transportation, water, or sewer capital improvement that would expand the development capacity within the Military Influence Planning District, the Local Government Party will give Written Notice to NAS-JRB and will identify the location and timing of the proposed capacity-expanding capital improvement.
4. Following notice, NAS-JRB may provide written comments related to the proposed improvement and may arrange for appropriate personnel from NAS-JRB to meet with the Local Government Party or other involved agency to discuss the potential impacts of the proposed improvement within the Military Influence Planning District.
5. Similarly, in order to provide sufficient notice to the community of significant infrastructure changes on the base:
 - a. NAS-JRB intends to provide 90-days notice of any “Increased Military Impacts,” as defined in Part I, as provided in Part III(B) of the MOU to all parties..
 - b. NAS-JRB will provide notice to the parties of any potential infrastructure changes including but not limited to: new on-base housing units; expansions to on-base schools and classrooms; additional gates or gate relocations; expansions to on-base amenities and retail operations; and any other infrastructure changes that will increase off-base impacts, including impacts on transportation facilities. Comments will be accepted for 90-days after notice is given before NAS-JRB can take any action.

6. The Parties also agree that public facility improvements should be prioritized and implemented as quickly as possible per available federal, state, and local funds so that adequate public facilities and services are available before, during, and immediately after development to accommodate movement of vehicles, people, and goods.

F. Acquisitions and Easements

1. The Parties will coordinate and support mutual efforts to secure funding to acquire easements or fee simple lands within the Military Influence Planning District for purposes of protecting and augmenting land use compatibility between NAS-JRB and off-base lands critical to the Navy's mission within designated Clear Zones (CZs) and Accident Potential Zones 1 (APZ 1) and 2 (APZ 2).
2. Any initiatives of other agencies that advance mutually beneficial outcomes, including environmental protection and wetland mitigation, should be vigorously explored.
3. The Parties do not intend this commitment to work together to be a commitment by any individual Party to fund or acquire easements for the sole benefit of another Party.

Part IV: COMMITMENTS OF THE PARTIES
(within 6 months of the Execution of the MOU)

Within 6 months of entering the MOU, the Parties have agreed to do the following:

A. Training Mission Public Presentation

1. NAS-JRB will hold a public presentation to educate the public, in general, and property owners, in particular, on the nature of the mission at NAS-JRB.
2. Among the topics that may be presented and may benefit the public are:
 - a. the nature of the NAS-JRB mission and how it fits into the national defense framework;
 - b. the ways in which NAS-JRB can and will work with citizens, business owners, landowners, applicants or others to coordinate land use within the Military Influence Planning District, including the Land Use Coordination Conferences discussed in Part III of the MOU;
 - c. identifying lands within the Military Influence Planning District that are subject to existing aviation easements; and
 - d. information regarding the difference between average noise designations shown on the AICUZ map and event noise experienced in real life.
3. The Parties will work collaboratively to assist each other in matters of technical information and instruction for this public presentation.

B. Public Awareness Efforts

1. The Parties wish to cooperate in an effort to make sure the public is aware of the presence of NAS-JRB, the nature of its mission, and to ensure the public has a realistic and accurate understanding of base operations.

2. To that end the Parties will contribute materials, information, and input on the creation of any ongoing “joint land use” or similar website maintained as a component of the websites of each Parish government. These websites will include, at a minimum, a map of the MIPD and a description of the off-base impacts that citizens and new residents can expect if they live or relocate to the areas in the MIPD.
3. The Parties also will endeavor to provide road signage along the entrance to the MIPD (LA-23 at the Plaquemines Parish line and at the south floodwall and on Woodland Highway on the North) indicating lands within the MIPD and the potential within the MIPD to experience noise and safety conditions related to operations at NAS-JRB, including aircraft over-flights and aircraft noise. The Parties will work with the Louisiana Department of Transportation and Development to coordinate the placement of the signage on roads that the state controls.

C. Joint Land Use Working Group

1. In order to maintain an ongoing dialogue with respect to land use matters in the MIPD, the Parishes and NAS-JRB will cooperate to maintain a “Joint Land Use Working Group” that will coordinate land planning efforts as provided below.
2. The Parish Councils will appoint one zoning or planning staff official and one Council Member to serve on the Joint Land Use Working Group.
3. NAS-JRB will designate a representative to serve on the Joint Land Use Working Group.
4. The Parishes may appoint stakeholders to serve on the Working Group in the following way:
 - a. The Jefferson Parish point of contact may appoint one (1) representative that is a resident of the portion of Jefferson Parish that falls within the MIPD.
 - b. The Plaquemines Parish President will appoint five (5) representatives who have actively served on either the Joint Land Use Study Implementation Committee and of these will designate one to be the Chair of the Joint Land Use Working Group.
 - i. Upon the resignation of any representative, the remaining representatives of the Joint Land Use Working Group will nominate three (3) candidates to fill each vacancy from which the Parish President will make an appointment.
5. The Working Group may at any time request the input of citizens or other experts on matters related to its activities pursuant to the MOU. This may include additional Parish staff, specialized land use experts, business and land owners, and any other person the Working Group believes will benefit its efforts.
6. Upon receipt of any Written Notice pursuant to the MOU, the Point of Contact for the Joint Land Use Working Group will forward the Written Notice to all current members of the Working Group.

7. The Joint Land Use Working Group will carry out its duties as specifically referenced in the MOU and may, in addition, provide recommendations to the Parties with respect to:
 - a. any changes to this MOU;
 - b. consideration of any additional tools related to land use compatibility within the MIPD;
 - c. matters the Parishes or NAS-JRB refer to the Working Group for consideration, recommendations, or feedback; and
 - d. any other matters related to maintaining land use compatibility between civilian and military land uses within the MIPD.
8. A meeting of the Working Group shall be called by the Working Group chairperson as necessary to address the duties referenced in the MOU. At a minimum, the Working Group shall meet once annually and produce a written record of its proceedings for dissemination to the Parties of the MOU.

Part V: MISCELLANEOUS

A. Nature of the MOU

This MOU represents the Parties' commitments to maintain a dialogue and to a specific coordination effort. Though not legally binding in a court of law, the Parties have entered into the MOU after discussion and upon the recommendations of the JLUS Policy and Technical Committees and each Party intends to pursue their obligations in good faith.

B. Review

1. At least every twenty-four (24) months, starting from the Effective Date, the Parties will review and make recommendations for modifications to the MOU.
2. Review by the Parties should consider, in addition to any other related matters:
 - a. the need for additional coordination as development trends change in the vicinity of NAS-JRB;
 - b. clarification of administrative procedures;
 - c. updated Points of Contact or contact information in Part II of the MOU;
 - d. addressing significant changes in NAS-JRB missions, or to pursue mitigation funding if or when it becomes available;
 - e. the need for additional studies; and
 - f. the need to invite additional Parties to join the MOU.

C. Modification

1. Modifications to the MOU, including the addition of new Parties, will be effective when reduced to writing and signed by all Parties to the existing MOU.

2. No changes to the MOU will be made until the Joint Land Use Working Group has considered the proposed changes and has provided recommendations to the Parishes and NAS-JRB.
3. Proposed changes to the MOU should be subject to public input and dialogue prior to final consideration by the Parties.

D. Severability

Regardless of whether any provision of the MOU becomes irrelevant or impossible for a Party to perform, the Parties wish the remaining provisions to continue, unless to do so would prevent the accomplishment of the original intent of the MOU.

E. Duration

Unless the MOU is terminated by agreement of all Parties, the term of the MOU is five (5) years from the Effective Date. However, by Written Notice by each Party to all other Parties, the MOU will be extended for additional five (5) year terms for all Parties giving such notice.

F. Effective Date

This MOU is effective upon final execution by all Parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates below written.

NAS-JRB NEW ORLEANS

<Insert Name of Authorized Navy Official> Date
Commander Navy Region South East

PLAQUEMINES PARISH, LOUISIANA

Billy Nungesser Date
President
Plaquemines Parish

JEFFERSON PARISH, LOUISIANA

John Young Date
President,
Jefferson Parish

JOINT LAND USE WORKING GROUP

<Insert Name of Appointed Chair> Date
Chair, Joint Land Use Working Group

Exhibit A: Military Influence Planning District (MIPD)



Exhibit B: Amended Points of Contact and Contact Information

This Exhibit is provided for use by each individual Party, for the purpose of tracking changes to designated Points of Contact or contact information after the Effective Date of the MOU or the date of an amendment to the MOU.

Party Name:

New Point of Contact & Contact Information:

Date of Written Notice of Change (copy attached)

Party Name:

New Point of Contact & Contact Information:

Date of Written Notice of Change (copy attached)

Party Name:

New Point of Contact & Contact Information:

Date of Written Notice of Change (copy attached)

Party Name:

New Point of Contact & Contact Information:

Date of Written Notice of Change (copy attached)
