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ENVIRONMENTAL CONSULTING * ZONING
LAND USE LAW * PLANNING

March 25, 2019

The Honorable Tim Baudier
Mayor
City of Harahan
City Hall
6437 Jefferson Highway
Harahan, Louisiana 70123

RE: Letter of Agreement: Professional and technical assistance in specific matters outlined below regarding planning, zoning, permitting, and economic development, environmental planning and related matters on behalf of the City of Harahan, Louisiana

Dear Mayor Baudier:

This letter will serve as the **LETTER OF ENGAGEMENT** between Villavaso & Associates, LLC (V&A) and the City of Harahan (Harahan) regarding professional planning services provided by V&A to HARAHAN regarding planning, zoning, permitting, economic development, environmental planning and all related matters in Harahan, Louisiana with the exception of all issues and matters related to the project known as the Colonial Golf Club Redevelopment (Colonial), on behalf of the owner/developer JW Colonial Group, LLC and/or any successor or transferee owner/developer (collectively JWC), and further also referred to as the approximately eighty-eight (88) acres of property located along Jefferson Highway including the Colonial Golf Club facility, and the lands of the former golf course.

The general scope of this assignment is to review the current land development code and set of regulations to align these rules with the current development and regulatory trends in the City of Harahan. This will include, but not be limited to, district standards, map updates with appropriate GIS tools and support systems attendant to economic development, infrastructure and environmental projects with the City of Harahan. Harahan hereby acknowledges that V&A has been previously engaged by JWC and will continue such representation until the completion of the so-called Colonial project. Based on the disclosures by V&A in this letter, any conflicts of interest arising from V&A's previous and continued representation of JWC pertaining to Colonial

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or any related issues, are hereby acknowledged and waived by Harahan. Furthermore, in the event that any issue of a conflict of interest, the appearance of a conflict of interest or other impropriety is raised by the City of Harahan or its representatives, V&A shall immediately recuse itself, withdraw from any further Harahan representation and defer any open Harahan matters to the appropriate successor or replacement professional named by Harahan to handle those specific issues.

In the event of a dispute between Harahan and JWC which results in litigation, arbitration or any other conflict resolution process, Harahan acknowledges, agrees and approves the continued representation of JWC by V&A in all matters relating to Colonial. Harahan further agrees not to interpose any complaint or objection to the employment or continued representation of JWC by V&A in any such matters subsequent to a withdrawal by V&A from any further Harahan representation.

Compensation to V&A will be based on a \$500.00 per month professional fee plus an hourly professional rate of \$175.00 per hour for consulting services and related tasks as directed by Mayor Baudier and other authorized representatives of the City of Harahan. Payments are due and payable by the 15th day of the month following the month in which the invoice is received.

V&A will invoice HARAHAH monthly regarding these services/payments. Additionally, any and all expenses will be billed at cost to HARAHAH and approved in advance.


Please acknowledge HARAHAH's acceptance of these terms by your signature and date at the bottom of this agreement.

Very truly yours,

Stephen D. Villavaso 

Stephen D. Villavaso, FAICP, J.D.

ACKNOWLEDGED AND APPROVED:



Mayor Tim Baudier, Mayor, City of Harahan

3/25/19
Date