

Ord.

2015-0046

INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
JARVIS LEWIS, COUNCILMAN-AT-LARGE, DIVISION B
TERRELL D. WILSON, COUNCILMAN, DISTRICT I
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT II
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

ORDINANCE NO. 15-3-1

An ordinance approving and authorizing the Parish President of St. Charles Parish and the members of the St. Charles Parish Council to enter into and execute a settlement agreement in the case of Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, et al, Case No. 12-8721.

WHEREAS, St. Charles Parish, the City of Kenner, the Mayor of the City of New Orleans, and the New Orleans Aviation Board entered into an Airport Expansion Agreement ("AEA") on October 17, 1985; and,

WHEREAS, the AEA addressed the expansion of the east-west runway at Louis Armstrong International Airport some 1,300 feet into St. Charles Parish; and,

WHEREAS, the AEA provided for a procedure by which a St. Charles Parish representative would be appointed to the New Orleans Aviation Board; and,

WHEREAS, the Mayor of the City of New Orleans filed a suit in 2012 challenging that appointment procedure entitled "Mayor Mitchell J. Landrieu, and his official capacity as Mayor of the City of New Orleans v. St. Charles Parish Council, et al.," Case No. 12-8721, pending in the Civil District Court for the Parish of Orleans (the "Lawsuit"); and,

WHEREAS, Mayor Landrieu, the President of the Parish of St. Charles and the St. Charles Parish Council have now agreed to settle the lawsuit on the terms set forth in the Settlement Agreement attached as Exhibit "A" (the "Settlement Agreement"); and,

WHEREAS, the President of the Parish of St. Charles and the St. Charles Parish Council wish to move forward with finalizing the settlement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the provisions of the Settlement Agreement, attached Exhibit "A" hereto, are approved.

SECTION II. That the President of St. Charles Parish and the members of the St. Charles Parish Council are authorized to execute the Settlement Agreement.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of March, 2015, to become effective five (5) days after publication in the Official Journal.

2015-0046 revised (3-2-15) Ordinance - Signing of Settlement - NOLA Aviation Lawsuit

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 3/4/15

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Wendy Benedetto

RETD/SECRETARY: 3/4/15

AT: 10:10a RECD BY: [Signature]

Exhibit "A"
SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Mayor Mitchell J. Landrieu, in his official capacity as Mayor of the City of New Orleans, does hereby release, acquit, and forever discharge and hold harmless Defendants, St. Charles Parish Council; St. Charles Parish Council Members, Carolyn Schexnaydre, Jarvis Lewis, Terrell Wilson, William "Billy" Woodruff, Wendy Benedetto, Paul H. Hogan, Larry Cochran, Traci Fletcher, Julia Fisher-Perrier, all in their official capacities; and the St. Charles Parish President, V.J. St. Pierre in his official capacity¹, as well as all of their respective predecessors in office, agents, employees, servants, deputies, executive officers, insurers, self-insurance funds, assigns, and all other persons, firms or corporations liable or claimed to be liable, for any and all claims and demands, actions and causes of action, damages, costs, loss of services, wages, expenses, court costs, attorney's fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of the selection, nomination, appointment, or approval of any member (or proposed member) of the New Orleans Aviation Board ("NOAB"), any personal or bodily injuries or death, property damages, medical expenses, equitable and any other damages whether known or unknown and, including without limitation, all claims alleged or that could have been alleged in *Mayor Mitchell J. Landrieu, in his official capacity as Mayor of the City of New Orleans v. St. Charles Parish Council, et al.*, Orleans Parish Civil District Court Docket No. 12-8721 ("Lawsuit").

¹ The Mayor, the listed members of the St. Charles Parish Council, and the St. Charles Parish President are sometimes referred to collectively as the "Parties."

Mayor Landrieu agrees to dismiss the Lawsuit with prejudice. The Defendants agree that the Mayor's obligations under the following paragraph contained in the October 17, 1985 Airport Expansion Agreement executed by the City of Kenner, the City of New Orleans, St. Charles Parish, and the New Orleans Aviation Board have been fulfilled (page 2 of the Airport Expansion Agreement):

The Mayor of the City of New Orleans shall provide an executive agreement stipulating that the current appointee to the New Orleans Aviation Board representing the Parish of St. Charles will remain as the Parish appointee until his term of office expires or is removed in accordance with the law. When the term of office of the current member expires, the new appointee will be designated by resolution of the St. Charles Parish Council and then appointed by the Mayor of the City of New Orleans.

Notwithstanding anything else in this Agreement, the Parties agree that whenever the term of any St. Charles Parish NOAB representative expires or any vacancy on the NOAB results from death, resignation, or removal of a St. Charles Parish representative, the St. Charles Parish Council (by Resolution and in accordance with the provisions of the St. Charles Parish Home Rule Charter), shall submit three proposed appointees from St. Charles Parish to the New Orleans Aviation Board to the Mayor of the City of New Orleans for consideration. The Mayor, consistent with his authority under Section 5-601 of the Home Rule Charter, shall consider the proposed appointees and determine which, if any, of the initial proposed appointees will be submitted to the New Orleans City Council for appointment and approval. If the Mayor determines that none of the proposed appointees will be submitted to the New Orleans City Council for appointment and approval, or if the New Orleans City Council does not approve of a proposed appointee, the St. Charles Parish Council shall (by Resolution in accordance with the provisions of the St. Charles Parish Home Rule Charter) submit three additional proposed appointees (who may include persons submitted previously whom the Mayor did not present to the New Orleans City Council for consideration). From this second list of nominees, the Mayor shall select one for presentation to the New Orleans City Council for approval. In all cases, the Parties agree to proceed with the nomination and selection process with all reasonable diligence and speed.

The Parties agree that nothing in this Settlement Agreement is inconsistent with the Mayor's rights and responsibilities set forth in Section 5-601 of the Home Rule Charter for the City.

The Parties further reaffirm all other provisions in that October 17, 1985 Airport Expansion Agreement executed by the City of Kenner, the City of New Orleans, St. Charles Parish, and the New Orleans Aviation Board, as if reproduced herein *in-extensio*.

It is further stipulated and agreed to by the undersigned that this Settlement Agreement expresses a full and complete compromise and settlement of all claims asserted in the Litigation and all operative facts recited therein.

The undersigned Parties now declare that this Settlement Agreement is made and executed by their and of their own free will after consultation with their attorneys; that they know all of the facts and rights in connection therewith, and that they have not been influenced, induced, or coerced to make this Settlement Agreement as a result of any act or action on the part of any employee, agent, attorney, or representative of or by the persons or entities in whose favor this Settlement Agreement is executed, or as the result of any promise or consideration not recited herein.

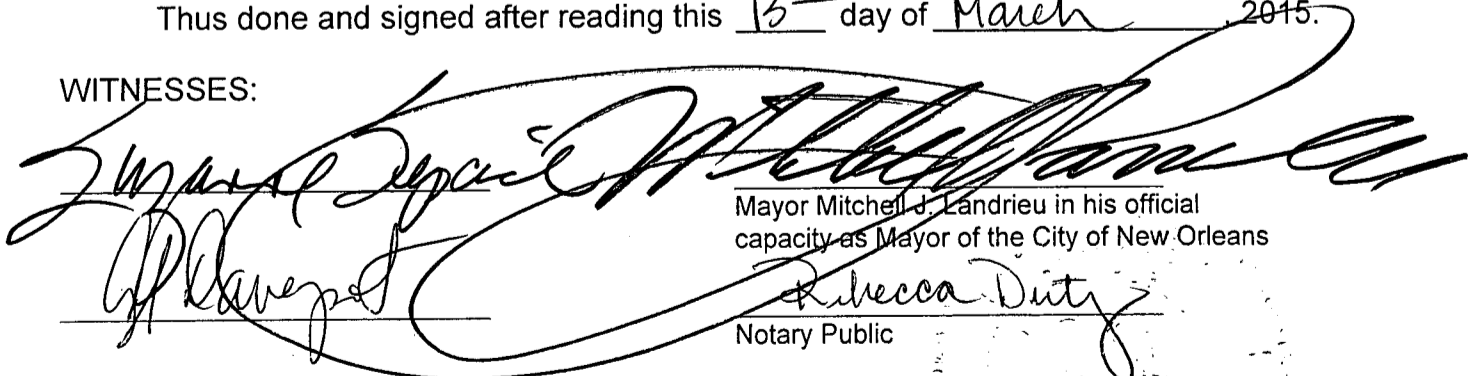
The Parties further represent that they have fulfilled any and all requirements necessary to provide them with the authority to sign this Settlement Agreement.

The Parties further represent and warrant that there is no impediment, restriction or limitation to the execution by the undersigned Parties of this Settlement Agreement or the dismissal with prejudice of the Lawsuit, or the complete and final effectiveness of either this Settlement Agreement or the dismissal of the Lawsuit.

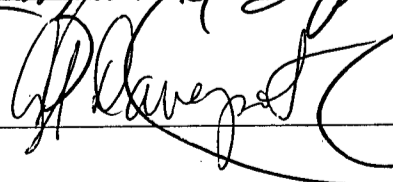
This document may be executed in multiple counterparts which, taken together, shall comprise the entire Settlement Agreement.

Thus done and signed after reading this 13th day of March, 2015.

WITNESSES:



Mayor Mitchell J. Landrieu in his official capacity as Mayor of the City of New Orleans



Rebecca Ditty
Notary Public

Thus done and signed after reading this 4th day of March, 2015.

WITNESSES:

Archie Alue

V.J. St. Pierre, Jr.
V.J. St. Pierre, Jr., in his official capacity as St. Charles Parish President

Valaria BeArdot

[Signature]
NOTARY PUBLIC

Thus done and signed after reading this 2nd day of March, 2015.

WITNESSES:

[Signature]

Carolyn Schexnaydre
Carolyn Schexnaydre in her official capacity as St. Charles Parish Councilwoman

Nicole Beavers

Jarvis Lewis
Jarvis Lewis in his official capacity as St. Charles Parish Councilman

Terrell Wilson
Terrell Wilson in his official capacity as St. Charles Parish Councilman, District 1

William "Billy" Woodruff
William "Billy" Woodruff in his official capacity as St. Charles Parish Councilman, District 2

Wendy Benedetto
Wendy Benedetto in her official capacity as St. Charles Parish Councilwoman, District 3

Paul H. Hogan
Paul H. Hogan in his official capacity as St. Charles Parish Councilman, District 6

Larry Cochran
Larry Cochran in his official capacity as St. Charles Parish Councilman, District 5

Traci Fletcher
Traci Fletcher in her official capacity as St. Charles Parish Councilwoman, District 6

Julia Fisher-Perrier
Julia Fisher-Perrier in her official capacity as St. Charles Parish Councilwoman, District 7

[Signature]
NOTARY PUBLIC