

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 _____ day of _____, 2015.

WITNESSES:

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

Notary Public

Thus done and signed after reading this _____ day of _____, 2015.

WITNESSES:

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

NOTARY PUBLIC

Thus done and signed after reading this _____ day of _____, 2015.

WITNESSES:

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

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

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

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

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

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

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

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

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

NOTARY PUBLIC