



# JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

August 18, 2015

**PARISH COUNCIL**

**CHRISTOPHER L. ROBERTS**  
Chairman, At-Large, Div. A

**ELTON M. LAGASSE**  
At-Large, Div. B

**RICKY J. TEMPLET**  
Council District 1

**PAUL D. JOHNSTON**  
Council District 2

**MARK D. SPEARS**  
Council District 3

**E. "BEN" ZAHN III**  
Council District 4

**CYNTHIA LEE - SHENG**  
Council District 5

**WESTBANK**  
POST OFFICE BOX 9  
GRETN, LA 70054  
(504) 364-2600

**EASTBANK**  
POST OFFICE BOX 10242  
JEFFERSON, LA 70181-0242  
(504) 736-6600

**SONNY BURMASTER**  
Chief of Staff

**EULA A. LOPEZ**  
Parish Clerk  
OFFICE OF THE CLERK  
GRETN, LA 70054  
(504) 364-2626

Hon. Tina Miceli, Mayor  
City of Harahan  
6437 Jefferson Highway  
Harahan, LA 70123

Dear Mayor Miceli:

Enclosed for your signature are four (4) original Intergovernmental Agreements to develop and implement complete city-wide drainage master plans from the surplus SELA Millages, for two additional years, for the Department of Drainage, as authorized by Resolution No. 125338 adopted by the Council on Wednesday, July 22, 2015.

Please sign the agreements, date the first page the day they are signed and have your signature witnessed. Please do not make any changes to this agreement. After completion, keep one original for your files and please mail the other three (3) agreements back to my office for further processing.

Yours truly,

Eula A. Lopez, Parish Clerk  
Jefferson Parish Council

EAL/ag

Enclosures

**AN INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF HARAHAN**

**AND**

**JEFFERSON PARISH**

THIS AGREEMENT for and of Intergovernmental Cooperation and Joint Endeavor is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Parish of Jefferson, Louisiana, by and through the Parish Council, hereinafter called the PARISH, represented by Christopher L. Roberts, Council Chairman, duly authorized to act pursuant to Resolution No. 125338, adopted on July 22, 2015, and The City of Harahan, (hereinafter referred to as "MUNICIPALITY") represented by Tina Miceli, its Mayor.

**WITNESSETH**

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

**WHEREAS**, the PARISH and the MUNICIPALITY are authorized to enter into this agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements, whether or not rentals or other charges are fixed and collected for the use thereof, including drainage systems.

**WHEREAS**, The Southeast Louisiana Flood Control Project ("SELA") was originally designed to provide drainage improvements to major canals and pump stations, but not internal drainage systems, in Southeast Louisiana; and

**WHEREAS**, there was a local match for SELA which is paid for by a millage collected throughout Jefferson Parish, with the exception of Grand Isle; and

**WHEREAS**, in recent years, federal allocations have been such that not all local SELA funds were needed; and

**WHEREAS**, in an election held on July 21, 2007, the voters of Jefferson Parish approved the expansion of the SELA millage to allow any surplus funds in any given

year to be used for drainage capital projects that were not eligible under the prior SELA criteria; and

**WHEREAS**, because the millage is collected in all the municipalities, with the exception of Grand Isle, as well as unincorporated Jefferson Parish, it is appropriate that the SELA surpluses be spent in the municipalities which pay the SELA millage as well as the unincorporated area of the PARISH; and

**WHEREAS**, Jefferson Parish has developed a master local drainage plan for the unincorporated portions of Jefferson Parish; and

**WHEREAS**, it would be appropriate for the municipalities to also develop complete city-wide drainage master plans, using the same criteria being used in unincorporated Jefferson Parish, coordinating those plans with the parish plans, and funding the design of the city-wide master plans from the surplus SELA millages

**WHEREAS**, the residents of PARISH will benefit from the efforts of these agencies working to assist in the furtherance of effective and efficient regional development.

**NOW THEREFORE**, the MUNICIPALITY and PARISH for the consideration and conditions hereafter set forth do hereby enter into this agreement as follows.

#### **AGREEMENT**

The MUNICIPALITY and PARISH hereby agree that this Agreement shall be the controlling and governing agreement for these issues.

#### **SECTION 1- SERVICES**

The MUNICIPALITY has designated an engineer(s) to perform the appropriate study and generate a master drainage plan for required drainage improvements within the MUNICIPALITY and notified the PARISH in writing of its selection. The PARISH has negotiated an appropriate fee with said engineer(s), subject and limited to the availability of surplus SELA millages. The MUNICIPALITY has entered into contract(s) with said engineer(s), within the budget limitations provided by the PARISH. The fees for all such engineering services will be paid from surplus SELA millages. Only work for drainage capital projects eligible for SELA millage surpluses may be paid for under this agreement.

The engineer(s) selected by the MUNICIPALITY will be required to coordinate the municipal master plans with the engineers selected by the PARISH for the unincorporated master plan. No work will be authorized until excess SELA millage funds are available.

## **SECTION 2- DURATION**

The term of this agreement shall be for two (2) years commencing on January 1, 2016 and shall expire on December 31, 2017, unless sooner terminated as provided herein. The PARISH may terminate this Agreement for cause based upon the failure of the MUNICIPALITY to comply with the terms and/or conditions of the Agreement; provided that the PARISH shall give the MUNICIPALITY written notice specifying MUNICIPALITY's failure. The PARISH or the MUNICIPALITY may terminate this Agreement for convenience at any time by giving thirty (30) days written notice.

## **SECTION 3- TERMS AND CONDITIONS**

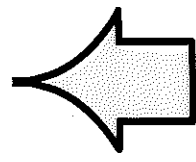
- A. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the PARISH as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the MUNICIPALITY, its successors or assigns for any further payments.
- B. The PARISH shall be entitled to audit the books, documents, papers and records of the MUNICIPALITY which are reasonably related to this Agreement. The MUNICIPALITY shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.
- C. This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The MUNICIPALITY hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.
- D. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

- E. This Agreement constitutes the entire Agreement between the PARISH and the MUNICIPALITY and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the PARISH, through its Council Chairman and the MUNICIPALITY by its authorized representative.
- F. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

PARISH: Christopher L. Roberts  
 Council Chairman  
 Jefferson Parish Council  
 200 Derbigny Street, Suite 6200  
 Gretna, Louisiana 70053

MUNICIPALITY: Tina Miceli  
 Mayor  
 City of Harahan  
 6437 Jefferson Highway  
 Harahan, Louisiana 70123

For the consideration and under the conditions set forth above, the parties agree to perform the specified services stated above.



**WITNESSES:**

Nicole Lee  
 Print: Nicole Lee

Paise Pipitone  
 Print: Paise Pipitone

**CITY OF HARAHAAN**

Tina Miceli  
 Tina Miceli  
 Mayor  
 City of Harahan

Norma Lizer  
 Print: Norma Lizer

Ann H. Guidry  
 Print: Ann H. Guidry

**JEFFERSON PARISH**

Christopher L. Roberts  
 Christopher L. Roberts  
 Council Chairman  
 Jefferson Parish Council

On motion of **Mr. Lagasse**, seconded by **Mr. Roberts**, the following resolution was offered:

**RESOLUTION NO. 125338**

A resolution authorizing the Council Chairman or in his absence the Vice Chairman to enter into new Intergovernmental Agreements between the Parish of Jefferson and the municipalities of **City of Gretna, City of Westwego, Town of Jean Lafitte, City of Kenner and City of Harahan**, to develop and implement complete city-wide drainage master plans from the surplus SELA millages, extending the agreements for 2 additional years, at no additional cost from the \$3,000,000.00 previously authorized. (Parishwide)

**WHEREAS**, the Parish of Jefferson and the Municipalities are authorized to enter into this agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements, whether or not rentals or other charges are fixed and collected for the use thereof, including drainage systems; and,

**WHEREAS**, The Southeast Louisiana Flood Control Project ("SELA") was originally designed to provide drainage improvements to major canals and pump stations, but not internal drainage systems, in Southeast Louisiana; and,

**WHEREAS**, in an election held on October 19, 2013, the voters of Jefferson Parish approved the expansion of the SELA millage to allow any surplus funds in any given year to be used for drainage capital projects that were not eligible under the prior SELA criteria; and,

**WHEREAS**, because the millage is collected in all the municipalities, with the exception of Grand Isle, as well as unincorporated Jefferson Parish, it is appropriate that the SELA surpluses be spent in the municipalities which pay the SELA millage as well as the unincorporated area of the Parish; and,

**WHEREAS**, the residents of Jefferson Parish will benefit from the efforts of these agencies working to assist in the furtherance of effective and efficient regional development.

**NOW THEREFORE BE IT RESOLVED** by the Jefferson Parish Council, Jefferson Parish, Louisiana, acting as governing authority of said Parish:

**SECTION 1.** That the Intergovernmental Agreements between the Parish of Jefferson and the municipalities of **City of Gretna, City of Westwego, Town of Jean Lafitte, City of Kenner and City of Harahan**, to develop and implement complete city-wide drainage master plans from the surplus SELA millages, extending the agreements for 2 additional years, at no additional cost from the \$3,000,000.00 previously authorized be and are hereby ratified.

**SECTION 2.** That the cost of this agreement shall not change from the \$3,000,000.00 previously authorized, and shall be charged to Account No. 45230-4039-7680.XXX (52381.XXX).

**SECTION 3.** That the Council Chairman or in his absence the Vice Chairman be and is hereby authorized to sign and execute a new Intergovernmental Agreements between the Parish of Jefferson and the municipalities of Gretna, Westwego, Jean Lafitte, Kenner and Harahan, to develop and implement complete city-wide drainage master plans from the surplus SELA millages.

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


**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the 22<sup>nd</sup> day of July, 2015.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

  
**EULA A. LOPEZ**  
PARISH CLERK  
JEFFERSON PARISH COUNCIL