

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN:**

UNITED STATES OF AMERICA

**SEWERAGE DISTRICT NO. 1 OF THE
PARISH OF TANGIPAOA**

STATE OF LOUISIANA

AND

CITY OF HAMMOND

PARISH OF TANGIPAOA

BEFORE the undersigned authorities and respective notaries public, duly commissioned and qualified in and for the State of Louisiana, personally came and appeared:

SEWERAGE DISTRICT NO. 1 OF THE PARISH OF TANGIPAOA, a political subdivision of the State of Louisiana, created by Ordinance Number 85-5 of the Tangipahoa Parish Police Jury, herein represented by its duly authorized representative, as per the adopted resolution of the Board of Supervisors of Sewerage District No. 1, attached ("Sewer District"),

and

CITY OF HAMMOND, a political subdivision of the State of Louisiana, herein represented by Mayor Pete Panepinto, as per the adopted resolution of the City Council for the City of Hammond, ("City of Hammond");

who hereby agree to enter into this Intergovernmental Agreement pursuant to Article 6, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law, Title 33, Chapter 2, Part VII, Sections 1321 et seq. of the Louisiana Revised Statutes, and LSA R.S. 33:221 with the intent of providing greater economy and efficiency in the operation of sewer services and sewer facilities to the citizens of the City of Hammond and the Parish of Tangipahoa, as follows:

WHEREAS, the Sewer District is committed to providing basic sewerage services for all residents within its service area, as provided by law;

WHEREAS, coordination of viable community sewerage systems between the City of Hammond and the Sewer District will encourage long-range planning for the improvement and up-grading of sewerage systems by the Sewer District and the City of Hammond;

WHEREAS, it is the intent of the Sewer District and the City of Hammond to encourage greater economy and efficiency in the operation of the sewer services and sewer facilities in areas currently within the jurisdiction of the Sewer District and which properties are located within or adjoin the City of Hammond;

WHEREAS, the Sewer District and the City of Hammond by resolution of their respective governing bodies, have accepted the terms and conditions of this agreement;

NOW THEREFORE, the Sewer District and the City of Hammond do hereby enter into the following agreement and covenant, to-wit:

A. TERRITORY.

1. For the consideration recited below, the Sewer District does hereby release, relinquish, assign, set over and subrogate to and in favor of the City of Hammond any and all power, authority or right granted by law or contract to the property in the area specifically delineated as along South Airport Road from US Hwy 190 south to a distance of 1,035 feet (referenced herein as the "Relinquished Area") as shown on the attached map marked exhibit A.

2. In this transfer and release from the Sewer District to City of Hammond of the Relinquished Area, the City of Hammond will be permitted at its discretion to lay sewer lines, install pumping station(s) and install all other sewerage infrastructure it deems necessary and economically feasible and have exclusive authority, control and right over sewer services in the Relinquished Area, including receiving all fees for sewer services in the Relinquished Area.
3. This Agreement is only intended to govern the relationship of the parties as to the matters specifically addressed herein. Nothing shall be construed as to alter, impair or diminish the lawful power and authority of the Sewer District or the City of Hammond as to any remaining property within its jurisdictional area.

B. CONSIDERATION:

1. In consideration of the foregoing transfer and release by the Sewer District, the City of Hammond shall allow the Sewer District to tie-in the Sewer District's future customers into the Relinquished Area, only from the area described below as the "Gorman Area" and shown on the attached map, under the following conditions:
 - A. There shall be no tie-in fee charged to the Sewer District for the tie in from the Gorman Area. The City of Hammond shall receive no tie-in fees or impact fees collected by the Sewer District for connections to the Relinquished Area from the Gorman Area customers.
 - B. The City of Hammond shall have no obligation to upgrade the sewer infrastructure in the Relinquished Area in order to accommodate any tie-in from the Gorman Area.
 - C. The City of Hammond shall have no obligation for the construction or other costs of any tie-in from the Gorman Area. The City of Hammond must approve all methods of tie-in. The City of Hammond's specifications must be followed for any tie-in. The Sewer District will notify the City of Hammond of any intended tie-ins to the Relinquished Area.
 - D. Any property tied-into the Relinquished Area shall not exceed a maximum capacity of Ten Thousand Gallons (10,000) per day and must conform to the City industrial sewer use requirements or other requirements as applicable.
 - E. The City of Hammond will receive its normal sewer service fee for properties in the Gorman Area. The Sewer District will receive all other fees from properties in the Gorman Area over and above the City of Hammond's normal sewer service fee. Any increase in the normal sewer fee charged by the City shall be passed on to the consumer/user and not deducted from the fees received by the Sewer District.
 - F. The term "Gorman Area" is meant to include that area along South Airport Road from the Relinquished Area south to Gorman Road up to a maximum distance of Eight Hundred Ten feet (810') as shown on the attached map.

C. NOTICES.

The Sewer District and the City of Hammond shall notify in writing each other either on a regular basis and respond to any request for information or upon the issuance of any permits and/or any tie ins, at the addresses below or at such other address as provided by such party in writing;

Sewerage District No. 1 of the Parish of Tangipahoa
15481 W. Club Deluxe Road
Hammond, LA 70403

City of Hammond
Mayor's Office
310 East Charles Street
Hammond, LA 70401

D. MUTUAL COOPERATION

The parties agree to cooperate with each other as necessary or appropriate in furtherance of the terms of this Agreement.

THUS DONE AND PASSED in Hammond, Louisiana, on the ____ day of _____, 2018, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

SEWERAGE DISTRICT NO. 1 OF THE
PARISH OF TANGIPAHOA

Print Name: _____

By: _____

Print Name: _____

NOTARY PUBLIC

Notary Name and Id: _____

THUS DONE AND PASSED in Hammond, Louisiana, on the ____ day of _____, 2018, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

CITY OF HAMMOND

Print Name: _____

By: _____
Pete Panepinto, Mayor

Print Name: _____

NOTARY PUBLIC

Notary Name and Id: _____