

CITY ORDINANCE NO. CO-159-2021

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE LAFAYETTE PARISH SCHOOL BOARD FOR TRANSPORTATION SERVICES

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, Lafayette City-Parish Consolidated Government (“LCG”), provides transportation services to the general public within the City of Lafayette, owns a fleet of motor vehicles equipped to carry passengers, and has a maintenance facility equipped and staffed to maintain the buses and equipment; and

WHEREAS, Lafayette Parish School Board (“LPSB”), among other activities, also provides transportation services for its students and within the territorial boundaries of its schools and facilities; and

WHEREAS, LCG operates a Fixed Route Transit throughout the City of Lafayette with scheduled routes and stops to facilitate transportation of Lafayette citizens to destinations within the City of Lafayette; and

WHEREAS, LCG will allow all LPSB students who present a valid ID Card to ride the LCG Buses, and in lieu of direct payment of a fare for ridership, LPSB will make periodic payments to LCG in accordance with this Agreement.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President is hereby authorized to enter into the Agreement in substantially the same form as is attached hereto. Furthermore, the Lafayette Mayor-President is hereby authorized to sign any and all other documents and take any and all other actions in connection therewith.

SECTION 3: This transfer of funds shall be as reflected in any pertinent documents which are attached hereto and made part thereof and filed in the Office of the Lafayette Clerk of the Council.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

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**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
LAFAYETTE PARISH SCHOOL BOARD
AND
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is made as of this 13th day of December, 2021, (the "EFFECTIVE DATE") by and between **Lafayette City-Parish Consolidated Government ("LCG")**, and the **Lafayette Parish School Board ("LPSB")**. (LCG and LPSB are collectively referred to herein as the "PARTIES").

RECITALS

WHEREAS, LPSB and LCG desire to work together in order to provide LPSB students with the opportunity to utilize the transit system operated by LCG (the "**PURPOSE**");

WHEREAS, LPSB students are issued a student identification card (an "**ID CARD**") which includes the full name of the student, a photograph of the student, the school attended by the student, the grade or classification of the student (i.e., 6, 7, freshman, sophomore, etc.), and the school year;

WHEREAS, LCG owns a fleet of Buses, as that term is defined in La. R.S. 32:1 ("**LCG BUSES**");

WHEREAS, LCG operates a Fixed Route Transit throughout the City of Lafayette with scheduled routes and stops to facilitate transportation of Lafayette citizens to destinations within the City of Lafayette ("**LCG BUS ROUTES**");

WHEREAS, in order to accomplish the Purpose, LCG will allow all LPSB students who present a valid ID Card to ride the LCG Buses, and in lieu of direct payment of a fare for ridership, LPSB will make periodic payments to LCG in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing mutual promises contained herein, the Parties agree as follows:

1. OBLIGATIONS OF LCG

During the term of this Agreement, LCG shall:

- a. Accept a valid ID Card presented by an LPSB student in grade 6 through 12 (only) in lieu of direct payment of a fare for ridership on any LCG Bus Route. Nothing in this paragraph shall be construed to: (i) authorize ridership by LPSB students during special events, (ii) authorize ridership by LPSB students on LCG Buses during periods when LCG has contracted with a third party to provide bus service, or (iii) require LCG to alter any LCG Bus Route to facilitate LPSB students.
- b. Record the number of LPSB students utilizing the LCG Bus Routes for each calendar month during the term of this Agreement and provide LPSB with the ridership upon written request of LPSB.

2. OBLIGATIONS OF LPSB

During the term of this Agreement, LPSB shall:

- a. Pay LCG the sum of \$ 833.33 for each calendar month (each a “**PERIODIC PAYMENT**”). Each Periodic Payment shall be due on or before the 15th day of the following month. Should LPSB fail to make any of the Periodic Payments on the day when the same shall become due and payable hereunder, and shall continue in default for a period of five (5) days after written notice thereof by LCG, LCG shall have the right to cancel this Agreement immediately.

3. TERM & TERMINATION

- a. The term of this Agreement is for a period of three (3) years, commencing on Effective Date.
- b. This Agreement may be terminated at any time without cause by either Party giving written notice at least thirty (30) days prior to the effective date of such termination.

4. MISCELLANEOUS TERMS

- a. This Agreement and all claims arising out of or relating to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the state of Louisiana, without regard to conflicts of laws principles.
- b. This Agreement contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.
- c. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all Parties.
- d. Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when made in writing and emailed or mailed by certified United States mail with postage prepaid and return receipt requested to the intended recipient at the address set forth for that Party below:

If to LCG:

Attn: Warren Abadie
Director
Lafayette City-Parish Consolidated Government, Traffic, Roads, and Bridges
101 Vermilion, Suite 202
Lafayette, LA 70501
Phone: (337) 291-8548
Email: WAbadie@LafayetteLA.gov

With a copy to:

Attn: Gregory J. Logan
City Attorney
Lafayette Consolidated Government
705 West University Ave
Lafayette, LA 70506
Phone: (337) 406-9685
Email: glogan@lafayettela.gov

If to LPSB:

Attn: Irma D. Trosclair
Superintendent
Lafayette Parish School Board
113 Chaplin Dr.
Lafayette, LA 70508
Phone: (337) 521-7000
Email: idotrosclair@lpssonline.com

With a copy to:


Attn: Desiree D. Early
Director of Risk Management
Lafayette Parish School Board
113 Chaplin Dr.
Lafayette, LA 70508
Phone: (337) 521-7203
Email: ddearly@lpssonline.com

- e. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- f. No failure by either Party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- g. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank. Signature page to follow.]

THUS DONE AND SIGNED, in multiple originals at Lafayette, Louisiana on this
12th day of January, 2021.

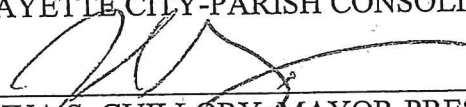
LAFAYETTE PARISH SCHOOL BOARD



MARY M. MORRISON, SCHOOL BOARD PRESIDENT

THUS DONE AND SIGNED, in multiple originals at Lafayette, Louisiana on this
13th day of Dec., 2021.

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT



JOSHUA S. GUILLORY, MAYOR-PRESIDENT



Internal Memorandum

Traffic, Roads, & Bridges Department
Office of the Director (5102)

TO: Cydra Wingerter

DATE: November 1, 2021

FROM: Warren Abadie

**SUBJECT: Agenda Item: City Ordinance
Intergovernmental Agreement
between LCG and LPSB**

Please find the ordinance packet and Intergovernmental Agreement between LCG and LPSB.

This agreement outlines the mutual desire between the agencies to allow LPSB students, who present a valid ID card, to utilize LTS Transportation Services, and in lieu of direct payment of a fare for ridership, LPSB will make periodic payments to LCG in accordance with this Agreement.

If you concur, please place on the next appropriate Council agenda.

Should you have any questions, please do not hesitate to contact our office.

A handwritten signature in black ink, appearing to read "Warren Abadie", is written over a horizontal line.

Warren Abadie, P.E.
Director of Traffic, Roads, & Bridges

WA:cs

Attachments

**LAFAYETTE CITY COUNCIL MEETING
AGENDA ITEM SUBMITTAL FORM**

1) **JUSTIFICATION FOR REQUEST:** The ordinance of the Lafayette City Council authoring the Lafayette Mayor-President to enter into an Intergovernmental Agreement between the Lafayette City-Parish Consolidated Government and the Lafayette Parish School Board for Transportation Services.

2) **ACTION REQUESTED:** Adoption of ordinance

3) **COUNCIL DISTRICT(S) (if applicable):** _____

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** November 16, 2021

B) **FINAL ADOPTION:** December 1, 2021

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) City Ordinance (2 pages)

D) Intergovernmental Agreement (4 pages)

6) **FISCAL IMPACT:**

Fiscal Impact Increase in revenue of \$10,000 for FY21-22

No Fiscal Impact

RECOMMENDED BY:



DIRECTOR, TRAFFIC, ROADS and BRIDGES

APPROVED FOR AGENDA:



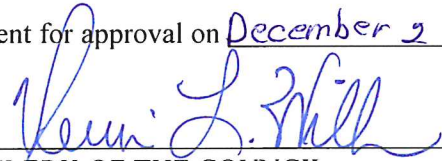
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. CO-159-2021

1. This ordinance was introduced: November 16, 2021
YEAS: Lewis, Naquin, Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by Council: December 1, 2021
YEAS: Lewis, Naquin, Cook, Lazard
NAYS: None
ABSENT: Hebert
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on November 19, 2021.

3. This ordinance was presented to the Mayor-President for approval on December 2, 2021, at 9:45 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 13 day of DECEMBER, 2021, at 9:45 o'clock a.m.
- B. Veto this ordinance, the _____ day of _____, 2021, at _____ o'clock ____m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2021, at _____ o'clock ____m., veto message is attached.


MAYOR-PRESIDENT

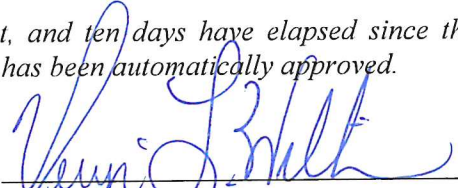
5. Returned to Council Office with without veto message on December 13, 2021, at 11:30 o'clock a.m.

6. Reconsideration by Council (if vetoed):

On _____, 2021, the Council did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2021, at _____ o'clock ____m.

If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.


CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on December 8, 2021.

