

**ORDINANCE NO. JO-016-2022**

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LAFAYETTE PARISH SCHOOL BOARD FOR THE JOINT USE OF RECREATIONAL FACILITIES**

**BE IT ORDAINED** by the Lafayette City Council and the Lafayette Parish Council, that:

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual for specific purposes; and

**WHEREAS**, Lafayette City-Parish Consolidated Government ("LCG") operates recreational facilities across Lafayette Parish, including activities conducted by various youth organizations; and

**WHEREAS**, the Lafayette Parish School Board ("LPSB") maintains recreational facilities in Lafayette Parish that can be utilized by LCG; and

**WHEREAS**, LCG and LPSB desire to authorize the joint use of their respective facilities in order to enhance the availability of recreational activities in Lafayette Parish; and

**WHEREAS**, it is necessary and desirable that an agreement be executed setting forth the terms and conditions pursuant to which LCG and LPSB will utilize the other party's recreational facilities.

**NOW, THEREFORE BE IT FURTHER ORDAINED** by the Lafayette City Council and the Lafayette Parish 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 and directed to execute, on behalf of Lafayette City-Parish Consolidated Government, an Intergovernmental Agreement between LCG and LPSB described in the "Whereas" clauses.

**SECTION 3:** The Intergovernmental Agreement authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, and may contain additional provisions as the Lafayette Mayor-President, in consultation with the Lafayette City-Parish Attorney, may deem necessary convenient, or desirable to carry out the intent and provisions of this ordinance.

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 5: EFFECTIVE DATE.** After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon the signature of this joint ordinance by the Lafayette Mayor-President, the lapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of any veto, whichever occurs first.

\* \* \* \* \*

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE LAFAYETTE PARISH SCHOOL BOARD FOR THE JOINT USE OF RECREATIONAL FACILITIES**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public in and for the aforesaid Parish and State, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT (hereinafter referred to as "LCG"), a duly organized political subdivision of the State of Louisiana, represented herein by its Mayor-President, the Honorable Joshua S. Guillory, duly authorized by an Ordinance of the LCG adopted on the \_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is attached hereto and made a part hereof;

and

THE LAFAYETTE PARISH SCHOOL BOARD (hereinafter referred to as "LPSB"), a duly authorized political subdivision of the State of Louisiana, represented herein by its Superintendent, Irma D. Trosclair, who is duly authorized to sign this agreement by resolution of the LPSB adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is attached hereto and made a part hereof;

collectively referred to herein as "Appearers," who declared the following:

WHEREAS, Appearers each own and operate recreational facilities in Lafayette Parish; and

WHEREAS, Appearers help facilitate recreational activities in the Parish of Lafayette, which activities are conducted by various youth organizations, each of whom operate under the jurisdiction, control and authority of the LCG; and

WHEREAS, Appearers desire to authorize the joint use of their respective facilities in order to enhance the availability of recreational activities in Lafayette Parish; and

WHEREAS, by sharing and allowing joint use of their respective facilities and resources, Appearers can also facilitate the operation of recreational activities by the youth associations and schools, which provides a benefit to both the LPSB and the LCG.

NOW THEREFORE, the foregoing recitals considered, the Appearers hereby agree and contract as follows:

SECTION 1. The purpose of this agreement is to set forth the general terms and conditions that the LCG and the LPSB will operate under in a cooperative effort to improve the availability of recreational/sports activities to the school-aged children of Lafayette Parish.

SECTION 2. The LCG and the LPSB shall be permitted to jointly use the respective recreational facilities of the other, which use shall also include the use thereof by LCG sponsored youth associations and/or other parties set forth herein. For purposes of this agreement, the term “youth association” means a sports team or organization that is part of any LCG sponsored sport league or activity designated by LCG pursuant to its authority under the Lafayette City-Parish Consolidated Government Home Rule Charter.

In exchange for the LCG allowing the LPSB to use LCG’s recreational facilities, the LPSB hereby agrees to allow the LCG the right to use LPSB’s sports facilities for purposes of holding sporting competitions, sports practices, or any other sporting activity which could appropriately be held at the LPSB sports facilities by the LCG’s youth associations.

SECTION 3. The LCG will provide LPSB with a list of the LCG’s approved youth associations and organizations that are authorized to request use of LPSB’s facilities. The LCG’s individual youth association teams and organizations will be responsible for making appropriate arrangements with LPSB, on an event-by-event basis, for the use of any LPSB recreational facility, all in accordance with the terms of this agreement. The Recreation Directors of LCG and the Director of Athletics, P.E. and Health shall be the individuals who are authorized to make such arrangements on behalf of the LCG and the LPSB.

SECTION 4. LPSB will not charge the LCG, and the LCG will not charge LPSB, any fees for the use of any facility under the terms of this agreement. Notwithstanding the aforesaid, youth associations shall provide a seasonal refundable deposit of \$200.00 payable to the LPSB upon the request of LPSB prior to the use of any recreational facility owned by the LPSB under the terms of this agreement. The deposit shall be returned to the youth association at the end of the season, provided that facilities which have been used are cleaned after each use and there are no property damages thereto. Additionally, other than the High Maintenance Facilities, LPSB organizations shall provide a seasonal refundable deposit of \$200 payable to LCG upon request of LCG for the use of any recreational facility owned by LCG and covered under the terms of this agreement. The deposit shall be returned to the LPSB organization at the end of the season, provided that facilities which have been by used are cleaned after each use and there are no property damages thereto. For High Maintenance Facilities, the parties shall establish terms applicable to each separate use of use of the facilities. For purposes of this agreement, the term “High Maintenance Facilities” means Clark Field, Fabacher Field, and any other facility with similar capacity or similar maintenance requirements constructed by LCG after the effective date of this agreement.

SECTION 5. The youth associations and LPSB shall be permitted to sell concessions at recreational facilities, provided that the facilities are properly cleaned of debris related to concessions following the use thereof. Youth associations and LPSB shall be responsible for the clean-up of any facility they use under the terms of this agreement.

SECTION 6. LCG and its youth associations shall be fully and solely responsible for the supervision of the LCG's youth associations' recreational activities being held on LPSB's property, as well as, security at all functions held at recreational facilities owned by the LPSB. The LCG shall be liable for any and all damages to the property of the LPSB related to and/or resulting from LCG or its youth associations' use of a recreational facility in accordance with the terms of this agreement. In the event a youth association violates the terms of this agreement, such association shall be subject to penalties and/or sanctions or legal action as may be imposed by the LCG and/or the LPSB. Likewise, LPSB shall be fully and solely responsible for the supervision at all LPSB sanctioned events being held at the LCG's recreational facilities as well as security at all functions held at or on property owned by the LCG. LPSB shall be liable/responsible for all damage to the property of the LCG related to and/or resulting from LPSB's use of the LCG's recreational facilities in accordance with the terms of this agreement.

SECTION 7. All LPSB facilities used in accordance with the terms of this agreement shall be deemed Drug-Free Zones, and the use of alcohol and/or drugs at such facilities shall at all times be strictly prohibited. In addition, all LPSB properties are smoke-free. Use of tobacco in any form at the LPSB facilities is expressly prohibited.

SECTION 8. The LCG shall name the LPSB, their officials, employees, and volunteers as additional insureds on any liability insurance policies which cover the activities of the LCG and its youth associations while on LPSB properties. The LPSB shall name the LCG, their officials, employees, and volunteers as additional insured on any liability insurance policies which cover the activities of LPSB staff and students while on the LCG's property.

SECTION 9. The LCG shall defend, indemnify, and hold forever harmless the LPSB, their employees, agents, representatives, contractors, officers, directors, elected and appointed officials, and assigns from any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any person or party arising out of or resulting from (a) any negligent, intentional, and/or criminal act or omission committed by an employee, agent, representative, contractor, officer, or director of the LCG or (b) the defective or hazardous condition of any building, structure, property, or appurtenance owned by the LCG.

The LPSB shall defend, indemnify, and hold forever harmless the LCG, their employees, agents, representatives, contractors, officers, directors, elected and appointed officials, and assigns from any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any person or party arising out of or resulting from (a) any negligent, intentional, and/or criminal act or omission committed by an employee, agent, representative, contractor, officer, or director of the LPSB or (b) the defective or hazardous condition of any building, structure, property, or appurtenance owned by the LPSB.

SECTION 10. The terms of this agreement shall be for an initial term commencing on the \_\_\_\_ day of \_\_\_\_\_, 2022 and ending on June 30, 2022. Thereafter, the agreement shall be automatically renewed for additional periods of one (1) year each, unless written notice of intent not to renew is given to all Appearers, in writing, at least sixty (60) days in advance of the current expiration date.

SECTION 11. Appearers shall schedule activities at their respective facilities so as to establish the following priorities for use.

For facilities owned by the LPSB:

1. LPSB activities
2. LCG activities
3. All other activities

For facilities owned by the LCG:

1. LCG activities
2. LPSB activities
3. All other activities

SECTION 12. Notwithstanding anything contained herein to the contrary, the continuation of this agreement into a new fiscal year by any party is contingent upon the appropriation of funds to fulfill the requirements of the agreement. If either party, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the agreement, the obligation to make payment or otherwise perform the covenant and obligations under the agreement, and this agreement, shall terminate on the last day of the fiscal year for which funds were appropriated.

SECTION 13. Notwithstanding anything to the contrary in the agreement, the parties agree that the maximum amount payable by any party under the agreement shall be that which is the amount budgeted by said party for said agreement.

SECTION 14. In addition to the address listed in this agreement, a copy of any notice required or permitted under the agreement shall be sent in the same form and manner required by the agreement to:




FEB 18 2022

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Legal Department (1400)

**TO:** Cydra Wingerter  
**DATE:** February 16, 2022

**THRU:** Gregory J. Logan 

**FROM:** Mark Stipe

**SUBJECT:** **Ordinance Authorizing the Mayor-President to execute an Intergovernmental Agreement Between the Lafayette City-Parish Consolidated Government and the Lafayette Parish School Board for the Joint Use of Recreational Facilities**

I attach the following, and request placement of same on the agenda for introduction at the March 8, 2022 Council Meeting:

- (a) A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council Authorizing the Mayor-President to execute an Intergovernmental Agreement between Lafayette City-Parish Consolidated Government and the Lafayette Parish School Board.
- (b) An Intergovernmental Agreement between Lafayette City-Parish Consolidated Government and the Lafayette Parish School Board (IGA);
- (c) Agenda Item Submittal Form.

The IGA authorizes Lafayette City-Parish Consolidated Government to enter into an Intergovernmental Agreement with the Lafayette Parish School Board (LPSB) regarding the joint use of recreation facilities. It replaces the existing agreement which was executed in 1993.

The agreement clarifies the process of requesting the use of facilities, addresses the use of certain "High Maintenance Facilities" (as that term is defined in the agreement) that are operated by LCG, sets out the priorities for use of the recreational facilities by both parties, allocates responsibility between the parties when the recreational facilities are being used, and provides for related matters.

  
Should you have any questions, please contact our office.

**Mark E. Stipe**  
Assistant City-Parish Attorney

**Attachments**

C: Paul Escott  
Joshua S. Guillory



LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council to authorize the Lafayette Mayor-President to enter into an Intergovernmental Agreement between Lafayette City-Parish Consolidated Government and the Lafayette Parish School Board

2) ACTION REQUESTED: Adoption of an Ordinance

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: March 8, 2022

B) FINAL ADOPTION: March 22, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Item Justification Form (1 page)

C) Intergovernmental Agreement (5 pages)

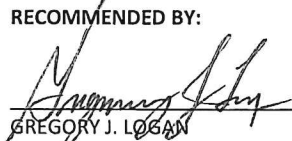
D) Ordinance (2 pages)

6) FISCAL IMPACT:

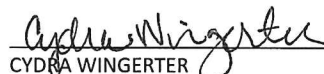
       Fiscal Impact

  x   No Fiscal Impact

RECOMMENDED BY:

  
GREGORY J. LOGAN  
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:

  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER