

**PARISH ORDINANCE NO. PO-015-2022**

**AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE TOWN OF DUSON CONCERNING ASSISTANCE WITH VARIOUS MAINTENANCE ISSUES**

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

**WHEREAS**, Lafayette City-Parish Consolidated Government (hereinafter referred to as "LCG") and the Town of Duson (hereinafter referred to as "Duson") each have responsibilities for maintenance of infrastructure within their respective jurisdictions; and

**WHEREAS**, the residents of Duson contribute financially to the costs associated with the maintenance of the infrastructure within the Parish of Lafayette through drainage, road, and bridge millages collected via Parish property taxes based on the assessed valuation of property; and

**WHEREAS**, Duson occasionally needs to perform certain minor maintenance improvements to the infrastructure located within the Parish of Lafayette, but, in the Town of Duson, that may consist of, but, are not limited to, road grading, asphalt/concrete patching, ditch grading, culvert flushing, drainage structure repairs, and other miscellaneous maintenance items which can be characterized as minor in nature (hereinafter referred to as the "Projects"), but lacks the equipment and manpower to accomplish such maintenance improvements; and

**WHEREAS**, LCG has the equipment, manpower, and technical support available to assist Duson with such various Projects and, because the interests of LCG and Duson in such Projects are mutual, LCG desires to assist and to cooperate with Duson in completing such Projects; and

**WHEREAS**, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities, and political subdivisions may engage in and make cooperative endeavor agreement/intergovernmental agreements (hereinafter referred to as the "Agreement") between themselves for specific purposes.

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

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

**SECTION 2: SYNOPSIS.** The following is summarized information concerning the Agreement by and between LCG and Duson.

Participants:

LCG and Duson.

Purpose:

The purpose of the agreement is to set forth the obligation of the parties with regard to providing assistance with maintenance items.

Funds and/or services provided by the LCG:

LCG shall provide assistance to Duson with construction or the completion of certain maintenance projects within the Town of Duson limits not to exceed \$40,000 per occurrence.

Funds and/or service provided by Duson:

Duson shall reimburse LCG for costs of any and all materials provided by LCG, along with reimbursement of all costs to LCG for or relating to all utility relocations, rights-of-way acquisitions, permits, consulting, engineering services (if required), service fees, tipping fees, cost of special rental equipment (outside of LCG-owned equipment) and any repairs that might result from the construction or completion of a respective project.

Jurisdiction Issues:

N/A

Benefits to the LCG:

The Projects will improve conditions within the Parish of Lafayette and the Town of Duson.

Time Frame:

The agreement shall commence upon execution by the parties and the termination date shall be one (1) calendar year.

**SECTION 3:** The Lafayette Parish Council hereby authorizes the Lafayette Mayor-President to enter into the Intergovernmental Agreement in substantially the same form as is attached hereto. Furthermore, the Lafayette Mayor-President, or his designee, is hereby authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, cooperative endeavor agreement or contract, amendments, payment requests, completion reports, etc., which may be necessary for the completion of the aforementioned project.

**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 override of a veto, whichever occurs first.

\* \* \* \* \*

**RESOLUTION NO. 22-831  
A RESOLUTION GRANTING THE AUTHORITY TO THE MAYOR  
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LAFAYETTE  
CONSOLIDATED GOVERNMENT CONCERNING ASSISTANCE WITH VARIOUS  
MAINTENANCE ITEMS**

**BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE TOWN OF  
DUSON, LOUISIANA**, in regular session was offered by Coby Duhon, duly seconded by  
Carolyn Richard and resolved and adopted.

**WHEREAS**, the Lafayette Consolidated Government (LCG) and the Town of Duson (Duson) each have responsibilities for the maintenance of infrastructure located within their jurisdictions; and

**WHEREAS**, the residents of Duson contribute financially to the costs associated with the maintenance of the infrastructure located within the unincorporated areas of the Parish of Lafayette through drainage, road, and bridge millages collected via Parish property taxes based on an assessed valuation of property; and

**WHEREAS**, Duson occasionally needs to perform certain maintenance improvements to the infrastructure located within the Parish of Lafayette, but in the corporate limits of the Town of Duson, that may consist of, but are not limited to, road grading, asphalt/concrete patching, ditch grading, culvert flushing, drainage structure repairs, and other miscellaneous maintenance (hereinafter referred to as the "Projects"), but lacks the equipment and labor to accomplish such maintenance improvements; and

**WHEREAS**, LCG has the equipment, labor, and technical support available to assist Duson with such various Projects and, because the interests of LCG and Duson in such Projects are mutual, LCG desires to assist and to cooperate with Duson in completing such Projects; and

**WHEREAS**, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Duson Town Council that Duson acknowledges and adopts the terms and conditions of the Intergovernmental Agreement concerning assistance with various maintenance items between LCG and Duson.

**BE IT FURTHER RESOLVED** that Mayor Thibodeaux is hereby authorized to execute and enter into the Intergovernmental Agreement concerning assistance with various maintenance items between LCG and Duson.

This Resolution having been submitted to a vote, the vote thereon was as follows:  
YEAS: Stephen Hanks, Carroll Pepper, Coby Duhon, Carolyn Richard, and Wade Robin.

NAYS: None.

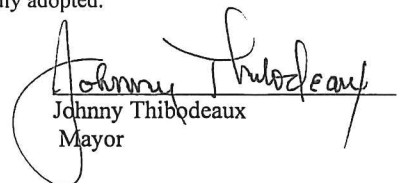
ABSENT: None.

ABSTAINED: None.

**THEREUPON**, the above resolution was duly adopted.

ATTEST:

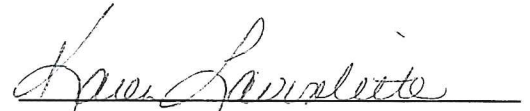
  
Karen Laviolette  
Town Clerk

  
Johnny Thibodeaux  
Mayor

\*\*\*\*\*

C E R T I F I C A T E

I, Karen Laviolette, Town Clerk for the Town of Duson, do hereby certify that the above is a true and exact copy of a resolution adopted by the Town Council of the Town of Duson on March 15<sup>th</sup>, 2022, at which time a quorum was present and voting.

A handwritten signature in cursive script, reading "Karen Laviolette", written over a horizontal line.

KAREN LAVIOLETTE  
TOWN CLERK  
TOWN OF DUSON

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT  
AND THE TOWN OF DUSON CONCERNING ASSISTANCE  
WITH VARIOUS MAINTENANCE ITEMS**

**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:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. PO-\_\_\_\_-2022 of the Lafayette City-Parish Council adopted on the \_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "LCG");

and

**THE TOWN OF DUSON**, a political subdivision of the State of Louisiana, represented herein by its Mayor, Johnny Thibodeaux, duly authorized by Resolution adopted on the 15<sup>th</sup> day of March, 2022, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Duson");

each of whom declared:

**WHEREAS**, LCG and Duson each have responsibilities for the maintenance of infrastructure located within their respective jurisdictions; and

**WHEREAS**, the residents of Duson contribute financially to the costs associated with the maintenance of the infrastructure located within the Parish of Lafayette through drainage, road, and bridge millages collected via Parish property taxes based on an assessed valuation of property; and

**WHEREAS**, Duson occasionally needs to perform certain maintenance improvements to the infrastructure located within the unincorporated area of the Parish of Lafayette, but in the corporate limits of the Town of Duson, that may consist of, but are not limited to, road grading, asphalt/concrete patching, ditch grading, culvert flushing, drainage structure repairs, and other miscellaneous maintenance (hereinafter referred to as the "Projects"), but lacks the equipment and manpower to accomplish such maintenance improvements; and

**WHEREAS**, LCG has the equipment, manpower and technical support available to assist Duson with such various Projects and, because the interests of LCG and Duson in such Projects are mutual, LCG desires to assist and to cooperate with Duson in completing such Projects; and

**WHEREAS**, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW THEREFORE, in consideration of the covenants set forth herein, LCG and Duson do hereby agree and contract, as follows:

1. **AGREEMENT.** Upon mutual agreement, LCG shall undertake to assist Duson in the construction or the completion of certain maintenance Projects located within the Town of Duson and the Parish of Lafayette, provided that any such Project shall be limited in size and scope such that: (a) the labor and equipment to be supplied by LCG with regard to such Project shall not exceed \$40,000; and (b) such Project shall be consistent with current LCG policies for maintenance.

2. **PROCEDURE FOR REQUEST.** Either party may initiate the request for LCG's assistance by submitting a written request to the Mayor-President (or Departmental Designee) of LCG for consideration of a Project. The request shall include, in detail, the scope of work to be performed. Prior to the commencement of the Project, a detailed estimate of labor, material and equipment cost will be developed by LCG and both parties will agree with the estimate before work is initiated.

3. **REIMBURSEMENT.** Duson shall reimburse LCG for the costs of all materials provided by LCG for construction or completion of a respective Project, unless the materials are to be provided directly by Duson. Duson shall also be financially responsible for reimbursing LCG for its costs for or relating to all utility relocations, rights-of-way acquisitions, permits, consultant engineering services (if required), service fees, tipping fees, costs of special rental equipment (outside of LCG-owned equipment) and any repairs that might result from the construction or completion of a respective Project by LCG (*i.e.*, repair of damaged driveways, mailboxes, signs, unmarked utilities, or other items as a result of said construction).

However, notwithstanding the foregoing, Duson shall be primarily responsible for conducting any repairs that might result from the construction or completion of a respective Project by LCG (*i.e.*, repair of damaged driveways, mailboxes, signs, unmarked utilities, or other items as a result of said construction). Also, Duson shall be primarily responsible for: (a) the location or relocation of any affected utilities before commencement of construction of a particular Project and (b) acquiring, for and in its own name, all (*i.e.*, utility or otherwise) necessary rights-of-way or servitudes for such Projects.

4. **DOCUMENTATION.** LCG shall maintain and keep the necessary records and other documentation pertaining to costs of each Project and shall make same available to Duson for review for the purpose of substantiating the costs to be reimbursed as required herein.

5. **SCHEDULING.** LCG shall schedule requests from Duson and perform the work necessary for the completion of an agreed upon Project in the most expeditious manner as is practical accounting for the priorities of other LCG projects.



6. **RESPONSIBILITY AFTER COMPLETION OF PROJECT.** Upon completion of a Project, Duson shall be fully responsible for all future maintenance and repair of all portions of the Project within its jurisdiction.

7. **TERM.** The term of this Agreement shall commence upon the signature of all of the parties to the Agreement, and the term period shall be one (1) calendar year. At the option of LCG and acceptance by Duson, this Agreement may be extended on the same terms and conditions as the original Agreement for four (4) additional one-year periods. Notwithstanding anything contained herein to the contrary, LCG may terminate the Agreement at anytime.

8. **INSURANCE.** It is agreed by the parties that LCG shall require the contractor(s) awarded the contract(s) concerning a Project to maintain insurance as follows:

a. **Standard Workmen's Compensation.** This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability coverage of \$1,000,000.00 minimum per occurrence, with waiver of subrogation in favor of LCG and Duson; and

b. **Commercial General Liability.** This shall include insurance with limits of at least \$1,000,000.00 per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, Explosion, Collapse, Underground Hazard, and Broad Form Contractual Liability; and

c. **Business Automobile Liability Insurance.** This shall include Business Automobile Liability Insurance with limits of at least \$1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. If "Any Auto" coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Contractor(s) does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then "Hired" and "Non-Owned Auto" coverage is required; and

d. **Additional Insured.** The Lafayette City-Parish Consolidated Government, its officials and employees and the Town of Duson, its officials and employees shall be named as additional insureds on the Commercial General Liability and Automobile Liability insurance policies; and

e. **Certificates.** A certificate of Insurance shall be furnished by Contractor(s) before the Project begins and shall provide for written notice to LCG and Duson thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

9. **LIABILITY INSURANCE BY DUSON.** Duson shall obtain and maintain Professional Liability Insurance. This shall cover all claims related to errors and omissions of Duson with regard to its acquisition of all necessary rights-of-way or servitudes for any Project within Duson jurisdiction pursuant to the terms of this Agreement, with said insurance providing liability limits of no less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per year.

Also, Duson shall obtain and maintain a Commercial General Liability policy with \$1,000,000.00 limits and Auto Liability with limits of at least \$1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. Concerning the Auto Liability, if "Any Auto"

coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Duson does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then "Hired" and "Non-Owned Auto" coverage is required.

Each policy named herein shall include the Lafayette City-Parish Consolidated Government, its officials, employees and volunteers as an additional insured. A proper certificate evidencing such insurance, required herein, shall be furnished to LCG when the Agreement is executed. The certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) day's written notice being first given to LCG.

10. **NON-ASSIGNABILITY.** This Agreement is strictly between LCG and Duson, and neither party has the right to assign this Agreement or any part hereof to any other party.

11. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and shall be effective as of the date that this Agreement is fully executed; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect with regard to this Agreement.

12. **INDEMNIFICATION.** Duson agrees and obligates itself to defend, indemnify, and hold forever harmless LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they or LCG may be deemed liable and/or answerable to the extent permitted by law, from and against any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any persons or parties, pursuant to the authority granted to it under the terms of this Agreement as it relates to any Project, including any and all claims arising from the sole negligence, liability, and/or fault of LCG and/or the joint and/or concurrent negligence, liability, and/or fault of LCG with any other persons or parties whomsoever.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless LCG, its employees, agents, persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

13. **NOTICES.** All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Lafayette City-Parish Consolidated Government  
Attn: Joshua S. Guillory, Mayor-President  
P. O. Box 4017-C  
Lafayette, LA 70502

or



The Town of Duson  
Attn: Johnny Thibodeaux, Mayor  
498 Toby Mouton Rd.  
Duson, LA 70529

14. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything to the contrary in the Agreement, the continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

15. **BUDGETED FUNDS.** Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by LCG for said Agreement. In the event the total amount of this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

16. **SURVIVAL.** All obligations to be performed after the term of this Agreement shall survive this Agreement.

THUS DONE AND SIGNED, in multiple original, on this \_\_\_\_ day of \_\_\_\_\_  
2022, by LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT in the presence of the  
undersigned competent witnesses who have hereunto executed, affixed and signed their names with  
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT and me, said Notary Public, all in  
the presence of each other after due reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

\_\_\_\_\_  
(Name of Witness - Please Print)

BY: \_\_\_\_\_  
Joshua S. Guillory  
Mayor-President

\_\_\_\_\_  
(Name of Witness - Please Print)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public - Please Print)

\_\_\_\_\_  
(I.D. No. or Bar Roll No.)

\_\_\_\_\_  
(My Commission Expires)

THUS DONE AND SIGNED, in multiple originals, on this \_\_\_\_\_ day of, \_\_\_\_\_  
2022, by THE TOWN OF DUSON in the presence of the undersigned competent witnesses who have  
hereunto executed, affixed and signed their names with THE TOWN OF DUSON and me, said Notary  
Public, all in the presence of each other after due reading of the whole.

WITNESSES:

TOWN OF DUSON

Karen Laviolette  
Karen Laviolette  
(Name of Witness - Please Print)

BY: Johnny Thibodeaux  
Johnny Thibodeaux  
Mayor, Town of Duson

Christine Jargueneau  
Christine Jargueneau  
(Name of Witness - Please Print)

Cheryl Caszar  
NOTARY PUBLIC  
Cheryl Caszar  
(Name of Notary Public - Please Print)  
65137  
(I.D. No. or Bar Roll No.)  
Upon Death  
(My Commission Expires)



RECEIVED

APR 01 2022

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Drainage Department  
Director's Office (5100)

TO: Cydra Wingerter

DATE: March 31, 2022

FROM: Brian Smith

SUBJECT: TOWN OF DUSON – VARIOUS MAINTENANCE ITEMS  
AGENDA ITEM

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Attached is an Ordinance that authorizes an Intergovernmental Agreement (IGA) with the Town of Duson to allow Lafayette Consolidated Government (LCG) to assist Duson by providing manpower, equipment, and technical assistance related to routine maintenance items.

The agreement limits the value of the assistance provided in terms of manpower and equipment to \$40,000 per occurrence and provides that Duson will be financially responsible for all costs of materials. It should be further noted that Duson is responsible for right-of-way acquisitions, utility relocations, necessary permits, tipping fees, special equipment rental, consulting services (if necessary) and the maintenance and repair of all portions of work accomplished within Duson's jurisdiction.

If you concur, please place this item on the next appropriate Council Agenda for introduction.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. R. Smith", is written over a horizontal line.

**Brian R. Smith**  
Director of Drainage

aa

Attachments- Agenda Submittal Packet

c: Anitrah Auzenne  
File

LAFAYETTE PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE TOWN OF DUSON CONCERNING ASSISTANCE WITH VARIOUS MAINTENANCE ISSUES

2) ACTION REQUESTED: Adoption of Ordinance

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

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: April 19, 2022

B) FINAL ADOPTION: May 3, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) Ordinance (2 pages)

D) Resolution from Town of Duson 3 Original Copies 2 pages each (6 pages total)


E) Intergovernmental Agreement 3 Original Copies 7 pages each (21 pages total)

6) FISCAL IMPACT:

       Fiscal Impact

  X   No Fiscal Impact

RECOMMENDED BY:

  
DIRECTOR

APPROVED FOR AGENDA:

  
CHIEF ADMINISTRATIVE OFFICER