

ORDINANCE NO. JO-057-2022

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE CITY OF BROUSSARD CONCERNING THE SURFACE IMPROVEMENTS TO LA NEUVILLE ROAD PROJECT

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

WHEREAS, the Lafayette City-Parish Consolidated Government (hereinafter referred to as “LCG”) and the City of Broussard (hereinafter referred to as “Broussard”) each have responsibilities for the traffic flow, road conditions and public safety into and out of their respective jurisdictions; and

WHEREAS, Broussard is presently undertaking the surface improvements to La Neuville Road project (hereinafter referred to as the “Project”), which Project shall greatly benefit the motoring public who reside and work both within Broussard and in the City of Lafayette and the Parish of Lafayette (a responsibility of LCG); and

WHEREAS, a portion of the roadway to be improved is within the corporate limits of the City of Broussard, and a portion is within the corporate limits of the City of Lafayette, and a portion is within the unincorporated area of the Parish of Lafayette, and accordingly, the officials of Broussard and LCG desire to share the costs and expenses associated with the proposed Project; and

WHEREAS, Broussard and LCG desire to enter into an Intergovernmental Agreement (hereinafter referred to as “Agreement”) to set forth each party’s responsibilities as to the Project; 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 agreements/intergovernmental agreements between themselves for specific purposes.

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 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: The following is summarized information concerning the Agreement:

Participants:

LCG and Broussard.

Purpose:

The purpose is to improve La Neuville Road.

Funds and/or Services provided by the LCG:

LCG shall reimburse Broussard, upon completion of the Project, the actual costs and expenses associated with the LCG portion of the Project. Reimbursement is estimated at \$201,280.00.

Funds and/or Services provided by Broussard:

Broussard shall construct and perform all acts necessary for the construction of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing and inspecting in connection therewith.

Jurisdiction Issues:

N/A

Benefits to the LCG:

The benefit to LCG is that it will improve traffic flow and road conditions and enhance public safety.

Time Frame:

The effective date of the Agreement shall be on the date on which the last signing has affixed its signature thereto and the termination date shall be when the Project has been completed and all payments have been made.

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

SECTION 5: 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 signature of this joint ordinance by 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.

* * * * *

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into on this, the 6th day of August, 2022, by and between the following parties:

City of Broussard, Louisiana (hereafter “Broussard”), represented by its duly authorized and empowered Mayor, Ray Bourque, pursuant to Resolution #708-22 adopted by the City Council of the City of Broussard, Louisiana, on the 10th day of May, 2022, a copy of which is attached hereto, and hereinafter designated as “City”; and

Lafayette City-Parish Consolidated Government (hereafter “LCG”), represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Resolution ____ of the Lafayette City-Parish Government adopted on the ____ day of ____, 2022, a copy of which is attached hereto.

Whereas, La Neuville Road, a public road in Lafayette Parish, is in need of repairs;
and

Whereas, La Neuville Road is located partially in the City of Lafayette, partially in the City of Broussard, and partially in the unincorporated area of Lafayette Parish;
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.

Whereas, the parties have agreed to share the cost of repairs according to the terms set forth hereafter.

The foregoing considered:

1. Contractor cost (“direct project cost”) for the repairs has been estimated to be \$629,000.00. The project encompasses work in the City of Broussard, the City of Lafayette, and unincorporated areas of Lafayette Parish. Each governmental entity agrees to be responsible for the cost of work within its jurisdiction. Based on the areas of anticipated work, it is estimated that the project cost shall be shared among the respective governmental entities as follows:
 - a. City of Broussard - 68%
 - b. City of Lafayette – 24%

c. Lafayette Parish – 8%

Broussard shall provide monthly statements to LCG for its estimated share of the direct cost, and LCG agrees to make payments within (30) days.

Upon completion of the project the engineer in charge shall calculate the actual cost of work performed in the respective jurisdictions of each of the governmental entities, and the actual share of the project cost for each of the respective governmental entities shall be based on that calculation. Upon final calculation a final adjusting payment shall be mad by the entity owing same.

2. Broussard agrees to be primarily responsible for carrying out the project and shall be responsible for obtaining engineering for the project, contracting for the project, and administering the contract (the “indirect project costs”).
3. Broussard shall document the indirect project costs, and LCG agrees to reimburse Broussard for the portion of said costs attributable to the City of Lafayette and Lafayette Parish according to the per centages set forth in paragraph 1. From time to time, but no more frequently that every 30 days, Broussard will provide LCG with documentation evidencing indirect costs. LCG shall review said documentation and agrees to provide Broussard with any objection in writing within 15 days of receipt of documentation. Within 30 days of receipt of documentation, LCG will reimburse Broussard for its proportionate share of the indirect cost to which it has not made written objection. In the event of any objection, the parties agree to have their respective representative meet within 15 days of the objection to attempt to resolve the objections. If objections are not resolved, LCG shall have the right to withhold payment for charges to which it has objected, and the parties agree to continue efforts to resolve the objections.
4. Broussard will provide to LCG or will instruct its engineers and administrative personnel to provide LCG copies of any information relating to the project as LCG may reasonably request.

The parties hereto agree to timely communicate with each other relative this agreement. _____ will be the point of contact for Broussard for said communication and _____ will be the point of contact with LCG. In the event either party has any concern or issue relating to this agreement, said party agrees to immediately contact the other party regarding same. If the matter cannot be satisfactorily resolved, either party may request a face-to-face meeting on seven (7) days notice. Said meeting shall include the City Manager for Public Works for Broussard, along with such other personnel as he deems advisable, and the Director of Public works for Lafayette Parish, along with such other personnel as he deems advisable.

THUS DONE AND SIGNED, in multiple originals, on this 10th day of, May 2022, by the City of Broussard, acting through its duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

Tina Emert
Name: Tina Emert

Sarah Hebert
Name: Sarah Hebert

CITY OF BROUSSARD

BY: Ray Botrque
Ray Botrque, Mayor

THUS DONE AND SIGNED, in multiple originals, on this 6th day of, August 2022, by the Lafayette City-Parish Consolidated Government, acting through its duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

Gregory J. Hogan
Name: Gregory J. Hogan

Darcy N. Cogan
Name: Darcy N. Cogan

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

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

ACKNOWLEDGMENT BY WITNESS

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared GREGORY J. LOGAN who, having first being duly sworn, did say and acknowledge to me, notary, that appearer subscribed his name to the foregoing instrument as an attesting and subscribing witness thereunto, and that he knows Joshua S. Guillory to be the identical person who executed the foregoing instrument as affiant in Williamson County, State of Texas, and he witnessed Joshua S. Guillory sign his name as his voluntary act and deed, and for the purposes and consideration therein expressed in his presence, and the other witness.



GREGORY J. LOGAN

SWORN TO AND SUBSCRIBED before me, in Lafayette, Louisiana this 8th day of August, 2022.



MARK E STIPE, NOTARY PUBLIC
BAR ROLL #: 19803
MY COMMISSION IS FOR LIFE, UNLESS REVOKED

RESOLUTION NO.: 708-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE
LAFAYETTE PARISH CONSOLIDATED GOVERNMENT

WHEREAS, the City Council of the City of Broussard finds that the continued progress and development of the City of Broussard, Louisiana, requires the improvement of public roadways; and

WHEREAS, the City Council of the City of Broussard finds there is a need for improvements to La Neuville Road which is located partially in the City of Broussard, partially in the City of Lafayette, and partially in the unincorporated area of Lafayette Parish, and

WHEREAS, the City engineer has estimated the cost of said improvements to be \$746,729.80.

WHEREAS, the most efficient method of carrying out the foregoing is through an intergovernmental agreement pursuant to which the City of Broussard will oversee said improvements, with costs to be shared by the City of Broussard, the City of Lafayette, and Lafayette Parish.

WHEREAS, the City Council of the City of Broussard, Louisiana, finds that it is in the best interest of the City of Broussard to contract with the Lafayette City-Parish Consolidated Government for the matters described herein.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that an Intergovernmental Agreement between the City of Broussard and the Lafayette City-Parish Consolidated Government be executed to provide for construction of improvements to La Neuville Road and sharing of costs thereof; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to negotiate, approve, and execute the proposed Intergovernmental Agreement, and to acknowledge same in such manner as he deems appropriate.

And this Resolution was submitted to a vote on the 10th day of May, 2022, and the vote thereon was as follows:


YEAS: Angel Racca, David Bonin, Jesse Regan, Michael Rabon,
Kenny Higginbotham, Ray Gary and Jeff Delahoussaye

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 10th day of May, 2022.



RAY BOURQUE, Mayor


TINA EMERT, City Clerk

CERTIFICATION

I, TINA EMERT, the duly qualified and appointed Clerk of the City of Broussard, State of Louisiana do hereby certify that the above and foregoing Resolution is a true and correct copy from the minutes of the regular meeting of the Mayor and City Council of the City of Broussard, Louisiana, held on this, the 10th day of May, 2022.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the 10th day of May, 2022.


TINA EMERT
City Clerk, City of Broussard



RECEIVED

JUL 01 2022 (10)

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Public Works Department
Director's Office (5200)

TO: Cydra Wingerter

DATE: June 24, 2022

FROM: Chad Nepveaux

SUBJECT: **Surface Improvements to La Neuville Road**
Agenda Item

The attached ordinance allows for LCG to enter into an Intergovernmental Agreement with the City of Broussard regarding surface improvements to La Neuville Road. Broussard will construct the project and LCG shall reimburse Broussard for the portion of roadway that is within LCG's jurisdiction in the amount estimated to be \$201,280.00.

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

Should you have any questions, please advise.

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

Chad Nepveaux
Director of Public Works

JCN/lv

Attachment: Agenda Item Submittal Packet

c: Scott Joubert
Jessica Cornay
Fred Trahan
Cory Dupuis

LAFAYETTE PARISH JOINT MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council and the Lafayette Parish Council authorizing the Lafayette Mayor-President to enter into an Intergovernmental Agreement between the Lafayette City-Parish Consolidated Government and the City of Broussard concerning surface improvements to La Neuville Road

2) ACTION REQUESTED: Adoption of Ordinance

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

If this involves a budget revision, please complete a budgetary revision form.

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: July 19, 2022

B) FINAL ADOPTION: August 2, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Intergovernmental Agreement (3 sets, 3 pages ea)

E) Resolution (2 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)

X _____ No Fiscal Impact

RECOMMENDED BY:


DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:


CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-057-2022

1. This ordinance was introduced: July 19, 2022
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by **Parish Council**:
August 2, 2022
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

This ordinance was introduced:
YEAS: Lewis, A. Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by **City Council**:
YEAS: Lewis, A. Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on July 22, 2022.

3. This ordinance was presented to the Mayor-President for approval on August 3, 2022, at 10:00 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 6 day of AUGUST, 2022, at 12:04 o'clock p.m.

B. Veto this ordinance, the _____ day of _____, 2022, at _____ o'clock _____m., veto message is attached.

C. Line item veto certain items this _____ day of _____, 2022, at _____ o'clock _____m., veto message is attached.


MAYOR-PRESIDENT

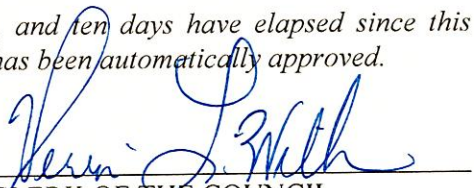
5. Returned to Council Office ~~with~~ without veto message on August 9, 2022, at 10:05 o'clock a.m.

6. Reconsideration by Council (if vetoed):

On _____, 2022, the Councils 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 _____, 2022, 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 August 5, 2022.

