

PARISH ORDINANCE NO. PO-043 -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 CITY OF BROUSSARD 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 City of Broussard (hereinafter referred to as "Broussard") each have responsibilities for maintenance of infrastructure within their respective jurisdictions; and

WHEREAS, the residents of Broussard 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 of Lafayette property taxes based on the assessed valuation of property; and

WHEREAS, Broussard occasionally needs to perform certain minor maintenance improvements to the infrastructure located within the Parish of Lafayette, but, in the City of Broussard, 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 Broussard with such various Projects and, because the interests of LCG and Broussard in such Projects are mutual, LCG desires to assist and to cooperate with Broussard 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 Broussard.

Participants:

LCG and Broussard.

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 Broussard with construction or the completion of certain maintenance projects within the City of Broussard limits not to exceed \$40,000 per occurrence.

Funds and/or service provided by Broussard:

Broussard 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 City of Broussard.

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. 711-22
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BROUSSARD, LOUISIANA AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT WITH THE LAFAYETTE CONSOLIDATED
GOVERNMENT FOR VARIOUS MAINTENANCE ITEMS

WHEREAS, the City of Broussard has a responsibility for maintenance of drainage within the City of Broussard; 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 City Council of the City of Broussard finds that it is in the best interest of the citizens of Broussard for the City to enter into an intergovernmental agreement with the Lafayette Consolidated Government ("LCG") for performance of drainage work or other projects which will jointly benefit the City of Broussard and Lafayette Parish.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the City of Broussard enter in to an intergovernmental agreement with the LCG for performance of certain maintenance work as described in the proposed agreement which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Broussard is authorized and directed to approve and execute an intergovernmental agreement with LCG relating to the performance of certain drainage work, said agreement to be substantially in the form of Exhibit

A attached hereto, with an estimated cost of no more than forty thousand dollars (\$40,000.00) for any one project.

And this Resolution was submitted to a vote on the 14th day of June, 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: none

ABSENT: none

ABSTENTION: none

And this Resolution was declared adopted this, the 14th day of June, 2022.



RAY BOURQUE, Mayor

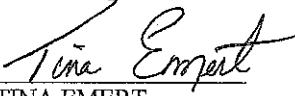


TINA EMERT, City Clerk

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 the 14th day of June, 2022.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the 14th day of June, 2022.



TINA EMERT
City Clerk, City of Broussard

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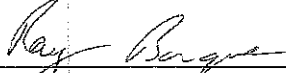
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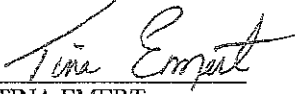

RAY BOURQUE, Mayor


TINA EMERT, City Clerk

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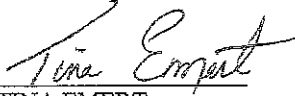


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THUS DONE AND SIGNED in Broussard, Louisiana, on this the 14th day of June, 2022.



TINA EMERT
City Clerk, City of Broussard

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into on this, the ___ day of _____, 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 a Resolution adopted by the City Council of the City of Broussard, Louisiana, on the 14th day of June, 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 Parish Ordinance ___ adopted on the ___ day of ___, 2022, a copy of which is attached hereto.

WHEREAS, Broussard and LCG both have responsibility for maintenance of infrastructure, including drainage, within their respective jurisdictions; and

WHEREAS, Broussard and LCG have determined that it is their joint interest to enter into this agreement.

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 residents of Broussard 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, Broussard 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 City of Broussard, that may consist of, but are not limited to, 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 Broussard with such various Projects and, because the interests of LCG and Broussard in such Projects are mutual, LCG desires to assist and to cooperate with Broussard in completing such Projects; and

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

AGREEMENT. Upon mutual agreement, LCG shall undertake to assist Broussard in the construction or the completion of certain maintenance Projects located within the City of Broussard 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.

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.

REIMBURSEMENT. Broussard 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 Broussard. Broussard 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, Broussard 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, Broussard 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.

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

SCHEDULING. LCG shall schedule requests from Broussard 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.

RESPONSIBILITY AFTER COMPLETION OF PROJECT. Upon completion of a

Project, Broussard shall be fully responsible for all future maintenance and repair of all portions of the Project within its jurisdiction.

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 Broussard, 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 any time.

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:

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 Broussard; and

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

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

Additional Insured. The Lafayette City-Parish Consolidated Government, its officials

and employees and the City of Broussard, its officials and employees shall be named as additional insureds on the Commercial General Liability and Automobile Liability insurance policies; and

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

LIABILITY INSURANCE BY BROUSSARD. Broussard shall obtain and maintain Professional Liability Insurance. This shall cover all claims related to errors and omissions of Broussard with regard to its acquisition of all necessary rights-of-way or servitudes for any Project within Broussard 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, Broussard 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 Broussard 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 affected for any cause without thirty (30) day's written notice being first given to LCG.

Insurance obtained by or caused to be obtained by LCG under this agreement shall be primary, and to the extent insurance coverage provided by policies obtained by Broussard provide the same coverage, the insurance coverage obtained by Broussard shall be secondary.

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

INTERPRETATION. The following provisions shall be applicable to the interpretation of this Agreement:

- a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
- b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
- d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance,

exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

INDEMNIFICATION. Conditioned on LCG's substantially performing under this Agreement as agreed, Broussard 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.

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 City of Broussard
Attn: Ray Bourque, Mayor
310 E. Main St.
Broussard, LA 70518

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.

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.

SURVIVAL. All obligations to be performed after the term of this Agreement shall survive the termination of this agreement.

[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022 by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

CITY OF BROUSSARD

Name: _____

BY: _____

Ray Bourque
Mayor, City of Broussard

Name: _____

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Name: _____

BY: _____

Joshua S. Guillory
Mayor-President

Name: _____

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

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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.

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Project, Broussard shall be fully responsible for all future maintenance and repair of all portions of the Project within its jurisdiction.

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 Broussard, 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 any time.

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:

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 Broussard; and

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

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

Additional Insured. The Lafayette City-Parish Consolidated Government, its officials

and employees and the City of Broussard, its officials and employees shall be named as additional insureds on the Commercial General Liability and Automobile Liability insurance policies; and

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

LIABILITY INSURANCE BY BROUSSARD. Broussard shall obtain and maintain Professional Liability Insurance. This shall cover all claims related to errors and omissions of Broussard with regard to its acquisition of all necessary rights-of-way or servitudes for any Project within Broussard 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, Broussard 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 Broussard 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 affected for any cause without thirty (30) day's written notice being first given to LCG.

Insurance obtained by or caused to be obtained by LCG under this agreement shall be primary, and to the extent insurance coverage provided by policies obtained by Broussard provide the same coverage, the insurance coverage obtained by Broussard shall be secondary.

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

INTERPRETATION. The following provisions shall be applicable to the interpretation of this Agreement:

- a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
- b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
- d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance,

exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

INDEMNIFICATION. Conditioned on LCG's substantially performing under this Agreement as agreed, Broussard 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.

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 City of Broussard
Attn: Ray Bourque, Mayor
310 E. Main St.
Broussard, LA 70518

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.

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.

SURVIVAL. All obligations to be performed after the term of this Agreement shall survive the termination of this agreement.

[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

CITY OF BROUSSARD

Name: _____

Name: _____

BY: _____

Ray Bourque
Mayor, City of Broussard

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Name: _____

Name: _____

BY: _____

Joshua S. Guillory
Mayor-President

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into on this, the ___ day of _____, 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 a Resolution adopted by the City Council of the City of Broussard, Louisiana, on the 14th day of June, 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 Parish Ordinance ___ adopted on the ___ day of ___, 2022, a copy of which is attached hereto.

WHEREAS, Broussard and LCG both have responsibility for maintenance of infrastructure, including drainage, within their respective jurisdictions; and

WHEREAS, Broussard and LCG have determined that it is their joint interest to enter into this agreement.

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 residents of Broussard 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, Broussard 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 City of Broussard, that may consist of, but are not limited to, 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 Broussard with such various Projects and, because the interests of LCG and Broussard in such Projects are mutual, LCG desires to assist and to cooperate with Broussard in completing such Projects; and

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

AGREEMENT. Upon mutual agreement, LCG shall undertake to assist Broussard in the construction or the completion of certain maintenance Projects located within the City of Broussard 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.

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.

REIMBURSEMENT. Broussard 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 Broussard. Broussard 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, Broussard 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, Broussard 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.

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

SCHEDULING. LCG shall schedule requests from Broussard 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.

RESPONSIBILITY AFTER COMPLETION OF PROJECT. Upon completion of a

Project, Broussard shall be fully responsible for all future maintenance and repair of all portions of the Project within its jurisdiction.

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 Broussard, 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 any time.

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:

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 Broussard; and

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

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

Additional Insured. The Lafayette City-Parish Consolidated Government, its officials

and employees and the City of Broussard, its officials and employees shall be named as additional insureds on the Commercial General Liability and Automobile Liability insurance policies; and

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

LIABILITY INSURANCE BY BROUSSARD. Broussard shall obtain and maintain Professional Liability Insurance. This shall cover all claims related to errors and omissions of Broussard with regard to its acquisition of all necessary rights-of-way or servitudes for any Project within Broussard 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, Broussard 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 Broussard 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 affected for any cause without thirty (30) day's written notice being first given to LCG.

Insurance obtained by or caused to be obtained by LCG under this agreement shall be primary, and to the extent insurance coverage provided by policies obtained by Broussard provide the same coverage, the insurance coverage obtained by Broussard shall be secondary.

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

INTERPRETATION. The following provisions shall be applicable to the interpretation of this Agreement:

- a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
- b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
- d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance,

exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

INDEMNIFICATION. Conditioned on LCG's substantially performing under this Agreement as agreed, Broussard 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.

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 City of Broussard
Attn: Ray Bourque, Mayor
310 E. Main St.
Broussard, LA 70518

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.

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.

SURVIVAL. All obligations to be performed after the term of this Agreement shall survive the termination of this agreement.

[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2022 by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

CITY OF BROUSSARD

Name: _____

BY: _____
Ray Bourque
Mayor, City of Broussard

Name: _____

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Name: _____

BY: _____
Joshua S. Guillory
Mayor-President

Name: _____



RECEIVED

JUL 12 2022

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Drainage Department
Director's Office (5100)

TO: Cydra Wingerter
FROM: Brian Smith
SUBJECT: CITY OF BROUSSARD – VARIOUS MAINTENANCE ITEMS
FY 21/22 AGENDA ITEM

DATE: July 8, 2022

Attached is an Ordinance that authorizes an Intergovernmental Agreement (IGA) with the City of Broussard (Broussard) to allow Lafayette Consolidated Government (LCG) to assist Broussard 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 Broussard will be financially responsible for all costs of materials. It should be further noted that Broussard 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 Broussard's jurisdiction.

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

Sincerely,

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 CITY OF BROUSSARD 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: August 2, 2022

B) FINAL ADOPTION: August 16, 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 the City of Broussard 1 Original and 2 Copies, 2 pages each (6 pages total)

E) Intergovernmental Agreement 3 Original Copies 10 pages each (30 pages total)

6) FISCAL IMPACT:

Fiscal Impact

No Fiscal Impact

RECOMMENDED BY:

Brian R. Smith
DIRECTOR

APPROVED FOR AGENDA:

Cynthia Wingerter
CHIEF ADMINISTRATIVE OFFICER