

CITY ORDINANCE NO. CO-175-2022

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE CITY OF CARENCRO FOR TRANSIT SERVICES**

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

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

**WHEREAS**, Carencro, among other activities, wants to provide Transit Services within the City of Carencro; and

**WHEREAS**, an agreement to provide Transit Services between LCG and the City of Carencro is beneficial to both parties and the general public; and

**WHEREAS**, LCG agrees to provide fixed-route, fixed schedule Transit Services to the general public along the established route (“the Transit Services”); and

**WHEREAS**, LCG warrants that the Transit Services will be performed utilizing the same standard LCG currently utilizes, and in accordance with the terms, conditions and standards set forth herein.

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

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

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

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

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

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

\* \* \* \* \*

This page intentionally left blank

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN LAFAYETTE CITY-  
PARISH CONSOLIDATED GOVERNMENT AND THE CITY OF CARENCRO FOR  
TRANSIT SERVICES**

**BE IT KNOWN**, that on the days and dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the specified Parish and State, in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, having as its mailing address P.O. Box 4017-C, Lafayette, Louisiana 70502, being represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. 0- (hereinafter "**LCG**"); and

**CITY OF CARENCRO**, a political subdivision of the State of Louisiana, having as its mailing address P.O. Drawer 10, Carencro, Louisiana 70520, being represented herein by Glenn Brasseaux, its Mayor, duly authorized by Ordinance No. 0- (hereinafter "**City of Carencro**" ); and,

(Collectively, the "**Parties**"), each of whom declared:

**WHEREAS**, there is benefit in expanding the public transit services provided by LCG to areas within the City of Carencro; and

**WHEREAS**, the need for transit services is apparent in Carencro due to the significant density of zero-car households present in the area; and

**WHEREAS**, in 2019, at the request of the Carencro City Council, the Acadiana Planning Commission, Inc. worked to evaluate a possible expansion of public transit service to the municipality; and

**WHEREAS**, Carencro desires that LCG operate the Route, as defined herein, within the City of Carencro and LCG desires to operate said Route, all in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Section 1-07 of the Lafayette City-Parish Home Rule Charter states that LCG is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that, for a public purpose, the state and its political subdivisions or political corporations may

engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and for the public benefits to be derived therefrom, the adequacy of which is hereby acknowledged, the Parties do hereby stipulate and agree, as follows:

**SECTION 1 - ADOPTION OF WHEREAS CLAUSES.** All of the aforesaid "WHEREAS" clauses are hereby adopted by the Parties as part of this Agreement.

**SECTION 2 - SCOPE OF SERVICES.** LCG agrees to provide fixed-route, fixed schedule transit service to the general public along the Route (the "**Transit Services**"). LCG warrants that the Transit Services will be performed utilizing the same standards LCG currently utilizes, and in accordance with the terms, conditions and standards set forth herein and in **Exhibits** attached hereto and made a part hereof by reference.

**SECTION 3 - LCG RESPONSIBILITIES.** In providing the Transit Services, LCG shall be responsible for the following:

(a) LCG shall be responsible for the day-to-day administration and operation of the Transit Services, including vehicle and equipment maintenance.

(b) LCG shall assign experienced management personnel to monitor the vehicles utilized to provide the Transit Services during Transit Service hours.

(c) LCG shall provide the Transit Services Monday through Saturday. Notwithstanding the foregoing, LCG shall not provide the Transit Services on any holiday during which the Lafayette Transit System does not operate, including, without limitation: New Year's Day, Martin Luther King Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Further provided, if, in the reasonable discretion of LCG, a condition exists that renders provision of the Transit Services unsafe (*e.g.*, a severe weather event, civil unrest, a terrorist attack, or other event of force majeure), then LCG shall not provide the Transit Services for as long as such condition exists. LCG shall immediately notify the City of Carencro of any decision not to provide the Transit Services due to a condition described in this sentence. LCG shall also take reasonable steps to notify the public regarding any decision not to provide the Services due to a condition described in the previous sentence.

(d) LCG will use best efforts, if economically feasible in its sole discretion, to provide Automatic Vehicle Location devices (AVL) on all revenue service vehicles. If such AVL devices are provided, LCG will use best efforts, if economically feasible in its sole discretion, to utilize the AVL devices to display the exact location of each vehicle

in revenue service will be made available on the Interactive Weekday Routes, Mobile Tracker, and Real Time Map features on the LCG website.

(e) LCG shall secure and maintain all licenses and permits and pay all inspection fees and applicable taxes required to perform its obligations under this Agreement, as applicable.

(f) LCG shall be responsible for establishing and paying the wages of its employees, establishing, and enforcing personnel policies and procedures relative to its employees, and for the payment of its subcontractors (if any). LCG employees shall in no event be considered employees of the City of Carencro.

(g) LCG shall comply with all federal, state, and local laws and regulations with respect to transit service. In the case of a conflict between the requirements of any such law or regulation and the requirements set forth herein, the more stringent requirement shall control; provided, however, that where the requirements set forth herein would violate any federal, state, or local law or regulation, LCG shall adhere to the law or regulation.

**SECTION 4 – CITY OF CARENCRO RESPONSIBILITIES.** In return for LCG providing the Transit Services, the City of Carencro shall have the following obligations under this Agreement:

(a) Pay LCG the amounts owed for the Transit Service in accordance with the provisions of this Agreement.

(b) Provide LCG notice of any alleged deficiencies in the Transit Services with an opportunity to cure any alleged deficiencies within thirty (30) days of receipt of the notice.

**SECTION 5 - TERM.** The term of this Agreement shall be one (1) year, commencing on \_\_\_\_\_, 2022 and expiring on \_\_\_\_\_, 2023 (the "**Initial Term**"); provided, however, that this Agreement shall automatically renew for two (2) successive one (1) year terms (the "**First Extension Term**," and "**Second Extension Term**," respectively) unless, no less than thirty (30) days prior to the expiration of the then-current term, either Party provides written notice to the other Party of its intent to terminate this Agreement at the end of the then-current term.

**SECTION 6 - PAYMENT FOR SERVICES.** The City of Carencro shall pay LCG in accordance with the **Exhibits** attached hereto and made a part hereof by reference. LCG may invoice the City of Carencro monthly at the address set forth in the appearance clause hereinabove, or at such other address as City of Carencro may from time to time designate in writing. Payments shall be made by City of Carencro within forty-five (45) days after receipt of an adequately documented invoice. Invoices shall include the contract number and shall list

each bus with the number of hours that such bus was in revenue service for the period invoiced. The amount to be paid on the monthly invoice shall be an hourly rate of one hundred (\$100.00) Dollars per revenue service hour that each bus was in service. If, following the elapse of sixty (60) days from the receipt of a properly executed invoice, City of Carencro has failed to remit payment to LCG, then, in such case, interest shall commence to accrue at the rate established pursuant to LSA-R.S. 13:4202; provided, however, that invoices submitted without the documentation required herein shall not be payable until such time as the City of Carencro receives the required documentation. Further provided, City of Carencro shall immediately notify LCG of the deficiency of any invoice.

**SECTION 7 - VEHICLES.** LCG shall maintain such vehicles for the provision of Transit Services as set forth in the **Exhibits** attached hereto and made a part hereof, and as follows:

- (a) LCG shall maintain a minimum of (3) available vehicles, including one back-up, to ensure provide reliable, uninterrupted Transit Services.
- (b) The three service vehicles shall be relatively uniform in color and design and shall bear an identifying emblem.
- (c) Vehicles shall be air-conditioned.
- (d) Vehicles shall be equipped with a fire extinguisher of approved class and a first aid kit.
- (e) LCG shall be responsible for the fueling of all vehicles.
- (f) LCG shall be responsible for cleaning the vehicles and maintaining a professional interior/exterior appearance with respect to the same.
- (g) LCG shall keep maintenance and fuel records for every vehicle operating under this Agreement, and such records shall be made available to City of Carencro upon request.

**SECTION 8 - USE OF SUBCONTRACTORS.**

- (a) LCG may enter into subcontractor arrangements pursuant to the conditions set out in this Section. LCG shall remain responsible for all obligations set forth in this Agreement in the event a subcontractor is utilized, subject to the specific provisions of this Section regarding costs and suspension of Transit Services.
- (b) In the event the subcontractor utilized will result in a cost in excess of the amount set forth in this Agreement, LCG shall provide notice to the City of Carencro prior to the commencement of the subcontractor's work hereunder as well as provide

a cost estimate to the City of Carencro outlining how the cost differs from the amounts set forth in this Agreement. Should the City of Carencro decide not to pay the additional cost for the Transit Services, the Transit Services may be suspended by LCG until such time as the Transit Services can be provided for the amounts set forth in this Agreement.

#### **SECTION 9 - INDEMNITY.**

(a) LCG shall indemnify and hold harmless City of Carencro from all suits, actions, damages and costs of every name and description relating to personal injury and/or damage to real or personal tangible property caused by LCG, its agents, officers, employees, or subcontractors in the performance of this Agreement, without limitation; provided, however, that LCG shall have no duty to indemnify and/or hold harmless City of Carencro for that portion of any claim, loss or damage arising hereunder due to the negligence or fault of City of Carencro.

(b) City of Carencro shall indemnify and hold harmless LCG from all suits, actions, damages and costs of every name and description relating to personal injury and/or damage to real or personal tangible property caused by LCG, its agents, officers, employees, or subcontractors in the performance of this Agreement, without limitation; provided, however, that City of Carencro shall have no duty to indemnify and/or hold harmless LCG for that portion of any claim, loss or damage arising hereunder due to the negligence or fault of LCG.

#### **SECTION 10 - TERMINATION.**

(a) Termination for Cause. The Parties may exercise any rights available to either to terminate this Agreement for cause upon the failure of the other Party to comply with the terms and conditions of this Agreement, provided that the Party seeking to terminate this Agreement shall give the other Party written notice specifying its failure and a reasonable opportunity to cure the same.

(b) Termination for Convenience. Either Party may terminate this Agreement at any time by giving thirty (30) days written notice of such termination to the other Party or negotiating an effective date of termination with the other Party.

(c) Non-Appropriation. The continuation of this Agreement into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of this Agreement. If, after a diligent and good faith effort, either Party fails to appropriate sufficient funds to perform such Party's obligations hereunder, this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

(d) Budgeted Funds. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the maximum amount that either Party shall be

obligated to expend in satisfaction of such Party's obligations hereunder is the amount budgeted by that Party therefor. In the event the total amount that each Party is required of the Agreement is increased for any reason, so as to exceed the amount budgeted, the Parties each agree that the other Party shall not be liable for the amount of such increase unless and until the Party's budget is amended, as provided by law, to allow for such increased amount.

**SECTION 11-RECORDKEEPING AUDITS.**

(a) The Parties shall retain records of accounts directly pertaining to this Agreement as required by applicable state and federal law, but in no event for less than five (5) years and shall make such records available during normal business hours for audit by the other Party or federal auditors (as required by law or regulation).

(b) All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by LCG in connection with the performance of the services contracted for herein shall become the property of the City of Carencro and shall, upon request, be returned by LCG to the City of Carencro at termination or expiration of the contract; provided, however, that, except as otherwise provided herein, nothing shall prevent or preclude LCG from retaining copies of the same for its own purposes.

**SECTION 12 - CODE OF ETHICS.** The Parties acknowledge that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the performance of the services called for in this Agreement. Each Party agrees to immediately notify the other if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**SECTION 13 - COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.** The Parties agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990; the Copeland "Anti-Kickback" Act; the Clean Air Act; and the Energy Policy and Conservation Act; and the Clean Water Act.

**SECTION 14 - INSURANCE.** The Parties acknowledge that LCG is self-insured and shall not be required to provide any insurance as a condition of this Agreement. LCG shall, upon written request of City of Carencro, but not more than twice each calendar year, furnish a letter from an authorized officer of LCG certifying LCG's self-insurance status and providing such other related documentation as may be reasonably requested by City of Carencro.



**SECTION 15 - MISCELLANEOUS.**

(a) Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(b) No Waiver. No delay or omission by either Party in exercising any right occurring upon any noncompliance or default by the other Party with respect to any of the terms and conditions hereof shall impair any such right or be construed to be a waiver thereof. A waiver by either Party of any of the covenants and agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

(c) Amendment. The Parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by written agreement signed by LCG and City of Carencro.

(d) Assignment. Neither Party shall assign, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party.

(e) Governing Law. This Agreement shall be governed by the laws of the State of Louisiana without giving effect to its conflict of law principles, regardless of where this Agreement is executed.

(f) Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the respective Parties.

(g) Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strike, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such Party, then such Party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

(h) Attorney Fees. In the event that a Party hereto institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party, after a final and non-appealable adjudication, shall be entitled to recover its reasonable costs (including, without limitation, court costs) and reasonable

attorney fees incurred in the preparation and prosecution of such action or proceeding from the Party cast in said final and non-appealable judgment.

(i) Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The addresses for notice are set forth in the appearance clauses of this Agreement. Each Party hereto may from time to time change its respective address for notice hereunder by like notice to the other Parties hereto.

(j) Construction. Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Agreement. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

(k) Headings. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

(l) Severability. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

(m) Effective Upon Execution. No work shall be performed, and neither Party shall be bound hereunder until such time as this Agreement is fully executed between City of Carencro and LCG and all required approvals have been obtained.

{Signatures of Parties to Follow}

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth herein.

WITNESSES

CITY OF CARENCRO

\_\_\_\_\_  
Name

\_\_\_\_\_  
Glenn Brasseaux, Mayor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth herein.

WITNESSES

LAFAYETTE CONSOLIDATED  
GOVERNMENT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Joshua S. Guillory, Mayor-President

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**The Route Description and Maps**

TBD

**EXHIBIT "B"**  
**The Route Schedule**

TBD

**EXHIBIT "C"**  
**Bus Stop Locations**

TBD

**EXHIBIT "D"**

**Terms, Conditions and Standards for Transit Services Service Adjustments**

The routes and schedules set forth in the Agreement, including any exhibits thereto, are subject to change for any reason, including, without limitation, construction, ridership trends, and changing passenger needs.

**Customer Service Plan**

LCG shall be responsible for educating drivers about its internal policies and procedures together with all applicable laws, regulations, and ordinances.

**Emergency Response Communication Plan**

1. In the event of an emergency, LCG will follow internal policies applicable to its vehicles; provided, however, that LCG shall actively communicate with the City of Carencro until the emergency has been resolved.
2. In the event that police involvement is warranted the City of Carencro reserves the right to request a copy of the collision or incident report.

**Staffing Plan**

Within sixty (60) days of the execution hereof, LCG shall provide to the City of Carencro a plan that outlines the roles and responsibilities associated with providing the Transit Services.

**Driver Requirements and Qualifications**

1. Drivers will be hired in accordance with the standard practices and procedures implemented by LCG and abide by the same performance standards required by all LCG employees. This should include, but not limited to, the following checks:
  - a. Pre-employment MVR (Motor Vehicle Records) checks
  - b. Valid driver's license check
  - c. Background checks
  - d. Applicable Drug Testing



2. Substitute Drivers:
  - a. Subject to the provisions of Section 8(b), LCG must have available an adequate number of trained substitute drivers who are available to replace a scheduled driver within 2 hours of notification of need.
  - b. Substitute drivers should abide by the same hiring practices implemented for a standard LCG employee.
3. Driver Training
  - a. LCG will provide to the City of Carencro an outline of the standard training program and a copy of the Driver's Manual distributed to each employee, no later than 60-days from contract execution. The training program should ensure safe operations and service delivery excellence.
  - b. LCG will provide each driver with a Driver's Manual that includes all employee information, company forms, applicable Federal Motor Carrier Safety Regulations, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, and passenger interaction requirements.

#### **Self-Evaluation Performance Requirements**

The Parties will conduct periodic evaluations of the Transit Service, which evaluation shall examine, without limitation:

- a. Trip-by-trip, timepoint-by-timepoint on-time performance
- b. Response to Vehicle Breakdown or Service Disruption
- c. Missed Trips
- d. Complaints per 1,000 Passengers Boarding
- e. Passenger boardings and alightings by stop per trip

**EXHIBIT "E"**  
**Terms of Payment to LCG**

LCG shall submit invoices to City of Carencro for Transit Services rendered during the prior month.

City of Carencro shall, within forty-five (45) days of receipt of such invoice, pay the amounts due and owing LCG as set forth on the invoice, either by check or wire.

**EXHIBIT "F"**  
**Fare Structure**

TBD



RECEIVED

OCT 20 2022

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

**Traffic, Roads and Bridge Department**  
TRB Director's Office (5102)

**TO:** Cydra Wingerter

**DATE:** October 19, 2022

**FROM:** Warren Abadie

**SUBJECT: CITY COUNCIL ORDINANCE**  
**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN LAFAYETTE CITY-PARISH**  
**CONSOLIDATED GOVERNMENT AND CITY OF CARENCRO**  
*Agenda Item*

---

The attached Ordinance & CEA authorized LCGCP to enter into an agreement to provide transit services into the City of Carencro.

If you concur, please place this item on the November 15, 2022 Council agenda for introduction.

Thank you!

Warren Abadie  
Director Traffic, Roads & Bridges

WA:cs

Attachments

cc: Terry Hurd  
Mike Mitchell

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** The Ordinance of the Lafayette City Council authorizing the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement between the Lafayette City-Parish Consolidated Government and the City of Carencro for Transit Services.

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

3) **COUNCIL DISTRICT(S) (if applicable):** \_\_\_\_\_

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** 11/15/2022

B) **FINAL ADOPTION:** 12/06/2022

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

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) City Ordinance (1 page)

D) Cooperative Endeavor Agreement (1 original)

6) **FISCAL IMPACT:**

Fiscal Impact                      Increase in revenue and expenses to provide transit service to the City of Carencro

No Fiscal Impact

**RECOMMENDED BY:**

  
\_\_\_\_\_  
DIRECTOR of TRAFFIC, ROADS &  
BRIDGES

**APPROVED FOR AGENDA:**

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER