

**CITY ORDINANCE NO. CO-104-2025**

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE THE SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND NATIONAL RAILROAD PASSENGER CORPORATION**

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

**WHEREAS**, the National Railroad Passenger Corporation (hereinafter referred to as “AMTRAK”) and the Lafayette City-Parish Consolidated Government (hereinafter referred to as “LCG”) are parties to that certain Cooperative Endeavor Agreement, dated October 26, 2023, as amended by the First Amendment to Cooperative Endeavor Agreement, dated June 27, 2025 (hereinafter collectively the “Agreement”), pursuant to which LCG has granted AMTRAK certain rights to perform ADA-related improvements (hereinafter referred to as the “ADA Improvements”) to the Rosa Parks Transportation Center (hereinafter referred to as the “Station”); and

**WHEREAS**, the Agreement provides for a term of three (3) years during which AMTRAK will perform the ADA Improvements to the Station; and

**WHEREAS**, AMTRAK and LCG now desire to extend the delays in which to complete the ADA Improvements to six (6) years rather than the initial three (3) years; and

**WHEREAS**, Paragraph 11(e) of the Agreement provides, in pertinent part, that “[n]o changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the Parties;” and

**WHEREAS**, the parties desire to enter into a Second Amendment to Cooperative Endeavor Agreement by and between AMTRAK and LCG (hereinafter referred to as the “Second Amendment”) to extend the delays for the completion of ADA Improvements.

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

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

**SECTION 2:** The Lafayette Mayor-President is hereby authorized to execute the Second Amendment, in substantially the same form as attached herewith, and to take all action necessary in carrying out the intent of this ordinance.

**SECTION 3:** All ordinances and resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 4:** This ordinance shall become effective upon the 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.

\* \* \* \* \*

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**

THIS SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT (“Second Amendment”) dated as of \_\_\_\_\_, 2025 (“Effective Date”), is made and entered into by and between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 *et seq* and the laws of the District of Columbia (“AMTRAK”) and LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision under the laws of the State of Louisiana (“LCG”), represented herein by Monique B. Boulet, its Mayor-President, whose mailing address is P.O. Box 4017-C, Lafayette, Louisiana 70502, pursuant to Ordinance No. CO-\_\_\_\_\_-2025 of the Lafayette City Council, duly adopted, which is incorporated herein by reference.

- A. AMTRAK and LCG are parties to that certain Cooperative Endeavor Agreement, dated October 26, 2023, as amended by the First Amendment to Cooperative Endeavor Agreement, dated June 27, 2025 (hereinafter collectively, “Agreement”), pursuant to which LCG has granted AMTRAK certain rights to perform ADA Improvements to the Station. All terms used herein shall have the meaning assigned to them in the Agreement.
- B. The Agreement provides for a Term of three (3) years during which Amtrak will perform the ADA Improvements.
- C. AMTRAK and LCG now desire to extend the Term during which Amtrak will complete the ADA Improvements to six (6) years rather than the initial three (3) years.
- D. Paragraph 11(e) of the Agreement provides, in pertinent part, that “[n]o changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the Parties.”

NOW THEREFORE, for and in consideration of the understandings set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree, as follows:

- 1. Paragraph 2 “TERM” is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall continue for a period of six (6) years from the Effective Date until the expiration of the Agreement or unless otherwise extended by mutual written agreement of the Parties (herein the “Term”).”

- 2. Successors and Assigns. This Second Amendment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- 3. Signatures; Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall

constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature.

4. Time of the Essence. Time is of the essence of this Second Amendment.

5. Ratification and Control. Except as expressly set forth herein, the Agreement remains unmodified and unchanged. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of the Second Amendment shall control.

**IN WITNESS WHEREOF**, this Second Amendment has been duly executed as of the Effective Date.

**WITNESSES:**

**LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness – Please Print

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness – Please Print

By: \_\_\_\_\_  
Monique B. Boulet  
Mayor-President

**NATIONAL RAILROAD PASSENGER  
CORPORATION**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness – Please Print

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness – Please Print

By: \_\_\_\_\_



## Internal Memorandum

Public Works Department  
Director's Office (5200)

**TO:** Rachel Godeaux

**DATE:** August 12, 2025

**FROM:** Warren Abadie

**SUBJECT: City Council Agenda Item  
Amendment to CEA**

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Attached is an ordinance amending the FY 24/25 capital budget of the Lafayette City-Parish Consolidated Government by authorizing the Lafayette Mayor-President to execute the second amendment to Cooperative Endeavor Agreement by and between the Lafayette City-Parish Consolidated Government and National Railroad Passenger Corporation.

The attached is being submitted as a City Ordinance because the Transit building was constructed with FTA and City Funds.

If you approve, please place this on the City Council agenda to be introduced on Tuesday, September 2<sup>nd</sup>.

Please let me know if you should have any questions or need additional information.

A handwritten signature in blue ink, appearing to be "W. Abadie", is written over a horizontal line.

**Warren Abadie**  
*Director of Public Works*

WA/lv

Attachments

c: Project File

**RECEIVED**

AUG 13 2025

OFFICE OF THE CAO

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Execute the Second Amendment to Cooperative Endeavor Agreement by and between the Lafayette City-Parish Consolidated Government and National Railroad Passenger Corporation

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

3) **COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):** N/A

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: September 2, 2025

B) FINAL ADOPTION: September 16, 2025

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

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

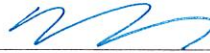
D) Amendment to CEA (2 pages)

6) **FISCAL IMPACT:**

Fiscal Impact (Explain)

No Fiscal Impact

RECOMMENDED BY:



WARREN G. ABADIE  
TRAFFIC, ROADS & BRIDGES DIRECTOR

APPROVED FOR AGENDA:



RACHEL GODEAUX  
CHIEF ADMINISTRATIVE OFFICER