

PARISH ORDINANCE NO. PO-006-2026

AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PARISH OF LAFAYETTE AND THE PARISH OF ST. MARTIN CONCERNING THE CLEANING OF LATERAL CHES BROUSSARD

BE IT ORDAINED by the Lafayette Parish Council, that:

WHEREAS, La. R.S. 38:113 provides that the “various levee and drainage districts shall have control over all public drainage channels or outfall canals within the limits of their districts which are selected by the district, and for a space of one hundred feet on both sides of the banks of such channels or outfall canals, and one hundred feet continuing outward from the mouth of such channels or outfall canals, whether the drainage channels or outfall canals have been improved by the levee or drainage district, or have been adopted without improvement as necessary parts of or extensions to improved drainage channels or outfall canals, and may adopt rules and regulations for preserving the efficiency of the drainage channels or outfall canals;” and

WHEREAS, the Parish of Lafayette (hereinafter sometimes referred to as “Lafayette”) and the Parish of St. Martin (hereinafter sometimes referred to as “St. Martin”) each have responsibilities for the maintenance of public drainage channels or outfall canals within the limits of their respective parishes; and

WHEREAS, St. Martin proposes to undertake the cleaning, clearing and general maintenance of a drainage channel generally known as Lateral Ches Broussard in a geographical area located South of Interstate 10 near or adjacent (to the north) of Ches Broussard Road (hereinafter sometimes referred to as the “Project”), such geographical area being more fully depicted on the plat attached hereto as Exhibit “A,” including particularly the ditches or channels precisely depicted thereon as Ditch 1 and Ditch 2 (hereinafter sometimes referred to as the “Project Area”); and

WHEREAS, there is uncertainty as to whether the Project Area is located or situated within the unincorporated area of Lafayette Parish, Louisiana, or of St. Martin Parish, Louisiana; and

WHEREAS, both Lafayette and St. Martin acknowledge this uncertainty, but further acknowledge that the planning, execution, implementation and installation of the Project would be beneficial and advantageous to the Project Area involved, regardless of actual ownership of such geographical area or of the political jurisdiction in which the Project Area is located or situated, and that both parties would benefit therefrom; and

WHEREAS, for the general welfare of the citizens of Lafayette Parish and of St. Martin Parish, both parishes desire that the Project be planned, executed, implemented and installed in

order to maintain the public drainage channels or outfall canals situated within such Project Area;
and

WHEREAS, both Lafayette and St. Martin desire the concurrence and agreement of the other parish to plan, execute, implement and install the Project; and

WHEREAS, Lafayette and St. Martin desire to enter into an Intergovernmental Agreement (hereinafter referred to as the "Agreement") to set forth each party's agreements or 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 or intergovernmental agreements between themselves for specific purposes, including the maintenance and improvement of public drainage facilities as authorized by La. R.S. 33:1236(13).

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: The Lafayette Mayor-President is hereby authorized to enter into the Agreement, in substantially the same form as attached hereto, and to take all action necessary in carrying out the intent of this ordinance.

SECTION 3: SYNOPSIS. The following is summarized information concerning the Agreement:

Participants:

Lafayette Parish and St. Martin Parish.

Purpose:

The purpose is to undertake the cleaning, clearing and general maintenance of a drainage channel generally known as Lateral Ches Broussard.

Funds and/or Services provided by Lafayette:

None.

Funds and/or Services provided by St. Martin:

St. Martin shall be responsible for the planning, execution, implementation and installation of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing, and inspecting in connection therewith, at the sole expense of St. Martin. St. Martin shall also be responsible for acquiring, if and as necessary or appropriate, the necessary drainage servitudes from any properties adjacent to the channel for the purposes of the Project.

Jurisdiction Issues:

N/A

Benefits to the LCG:

The benefit to Lafayette City-Parish Consolidated Government is that it will improve public drainage to the extent any portion of the Project Area is located or situated in the Parish of Lafayette.

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 thereunder.

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.

* * * * *

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARISH OF LAFAYETTE AND THE PARISH OF
ST. MARTIN CONCERNING THE CLEANING
OF LATERAL CHES BROUSSARD**

STATE OF LOUISIANA

PARISHES OF LAFAYETTE AND ST. MARTIN

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public in and for the jurisdictions hereinafter noted, and in the presence of the undersigned competent witnesses, personally came and appeared:

PARISH OF LAFAYETTE, a political subdivision of the State of Louisiana represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Parish Ordinance No. PO-_____-2026 of the Lafayette Parish Council, duly adopted on the ____ day of _____, 2026, a copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as "Lafayette");
and

PARISH OF ST. MARTIN, a political subdivision of the State of Louisiana, represented herein by Pete Delcambre, its President, duly authorized by Resolution of the St. Martin Parish Council, duly adopted on the ____ day of _____, 2025, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "St. Martin");

each of whom declared:

WHEREAS, La. R.S. 38:113 provides that the "various levee and drainage districts shall have control over all public drainage channels or outfall canals within the limits of their districts which are selected by the district, and for a space of one hundred feet on both sides of the banks of such channels or outfall canals, and one hundred feet continuing outward from the mouth of such channels or outfall canals, whether the drainage channels or outfall canals have been improved by the levee or drainage district, or have been adopted without improvement as necessary parts of or extensions to improved drainage channels or outfall canals, and may adopt rules and regulations for preserving the efficiency of the drainage channels or outfall canals"; and

WHEREAS, Lafayette and St. Martin each have responsibilities for the maintenance of public drainage channels or outfall canals within the limits of their respective parishes; and

WHEREAS, St. Martin proposes to undertake the cleaning, clearing and general maintenance of a drainage channel generally known as Lateral Ches Broussard in a geographical area located South of Interstate 10 near or adjacent (to the north) of Ches Broussard Road (hereinafter sometimes referred to as the "Project"), such geographical area being more fully depicted on the plat

attached hereto as Exhibit "A," including particularly the ditches or channels precisely depicted thereon as Ditch 1 and Ditch 2 (hereinafter sometimes referred to as the "Project Area"); and

WHEREAS, there is uncertainty as to whether the Project Area is located or situated within the unincorporated area of Lafayette Parish, Louisiana, or of St. Martin Parish, Louisiana; and

WHEREAS, both Lafayette and St. Martin acknowledge this uncertainty, but further acknowledge that the planning, execution, implementation and installation of the Project would be beneficial and advantageous to the Project Area involved, regardless of actual ownership of such geographical area or of the political jurisdiction in which the Project Area is located or situated, and that both parties would benefit therefrom; and

WHEREAS, for the general welfare of the citizens of Lafayette Parish and of St. Martin Parish, both parishes desire that the Project be planned, executed, implemented and installed in order to maintain the public drainage channels or outfall canals situated within such Project Area; and

WHEREAS, both Lafayette and St. Martin desire the concurrence and agreement of the other parish to plan, execute, implement and install the Project; and

WHEREAS, Lafayette and St. Martin desire to enter into this Intergovernmental Agreement (hereinafter referred to as the "Agreement") to set forth each party's agreements or 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 or intergovernmental agreements between themselves for specific purposes, including the maintenance and improvement of public drainage facilities as authorized by La. R.S. 33:1236(13).

NOW, THEREFORE, in consideration of the covenants set forth herein, Lafayette and St. Martin do hereby agree and contract, as follows:

1. AGREEMENT. St. Martin does hereby agree to perform all acts necessary for the planning, execution, implementation and installation of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing, and inspecting in connection therewith, at the sole expense of St. Martin.

Lafayette hereby agrees and consents to the Project insofar as it might be determined to be on or near to property located or situated in Lafayette Parish. Furthermore, Lafayette consents to and authorizes St. Martin to enter the Project Area, including any portion determined to be located or situated in Lafayette Parish, for purposes of the planning, execution, implementation and installation of the

Project; to construct the Project on such property within the Project Area; and to acquire, if and as necessary or appropriate, the necessary drainage servitudes from any properties adjacent to the channel for the purposes of Project.

Lafayette and St. Martin explicitly agree that nothing contained in this Agreement is intended to constitute an admission or binding determination as to whether the Project Area is in fact located in either Lafayette Parish (rather than in St. Martin Parish) or in St. Martin Parish (rather than in Lafayette Parish), and to that end, the parties agree that this Agreement shall not be admissible for any purpose in any judicial proceeding between the parties.

It is expressly understood and agreed that Lafayette makes no representation or warranty that the channels that might exist in the Project Area (depicted on the attached plat as Ditch 1 and Ditch 2) are or constitute drainage channels or outfall canals within the limits of the Parish of Lafayette, and, hence, that the channels are under the jurisdiction or authority of Lafayette pursuant to La. R.S. 38:113.

2. RECORDS OF COSTS. St. Martin shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred relative to the Project, and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by St. Martin and will be open for inspection by Lafayette, and copies thereof shall be furnished to Lafayette upon request. St. Martin shall be the custodian of such books and records as contemplated by La. R.S 44:1, *et seq.*

3. EFFECTIVE DATE. The effective date of this Agreement shall be on the date on which the last signatory has affixed its signature hereto and the termination date shall be when the Project has been completed and all payments have been made hereunder. Until such time, this Agreement shall remain in full force and effect.

4. HOLD HARMLESS. St. Martin agrees and obligates itself to protect, indemnify and hold Lafayette (its officers, directors and employees) harmless from and against any and all loss, damage, liabilities, obligations, demands, suits, causes of actions or other claims of any nature whatsoever which might be asserted by any employee, agent, representative, contractor, subcontractor or other third person for property damages, personal injury or death, arising out of, in connection with, or incidental to, work performed in connection with planning, execution, implementation and installation of the Project under this Agreement or otherwise. This indemnity shall include, without limitation, costs, expenses and

attorney's fees occasioned by said loss, damage, liabilities, obligations, demands, suits, causes of actions or other claims, as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

5. PUBLIC PURPOSES. According to this Agreement, Lafayette and St. Martin agree to obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article, VII, Section 14(C) of the Louisiana Constitution of 1974 and/or La. R.S. 33:1321, *et seq.*, and the parties agree that this Agreement may be terminated immediately if it is determined that any of the activities undertaken herein are being used for any other purpose other than those specifically set forth herein.

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

7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

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

Parish of Lafayette
Attn: Monique B. Boulet, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

or

The Parish of St. Martin
Attn: Pete Delcambre, Parish President
P. O. Box 9
St. Martinville, LA 70582

9. NON-APPROPRIATION OF FUNDS. The continuation of this Agreement into a new fiscal year of St. Martin is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If St. Martin, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to undertake the Project pursuant to this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

10. 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 St. Martin 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 St. Martin shall not be liable for the amount of such increase until and unless said budget is amended pursuant to those provisions of law which govern Lafayette's budgetary process, to include the allowance for such an increase in funding.

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

THUS, DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2025, by PARISH OF LAFAYETTE in Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with PARISH OF LAFAYETTE and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

PARISH OF LAFAYETTE

Debbie Sonnier

By: _____
Monique B. Boulet
Lafayette Mayor-President

Ellen Butler

NOTARY PUBLIC
Patrick S. Ottinger
Bar Roll No. 08727

THUS, DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2025, by PARISH OF ST. MARTIN in St. Martin Parish, Louisiana, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with PARISH OF ST. MARTIN and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

PARISH OF ST. MARTIN

Print: _____

By: _____
Pete Delcambre
President

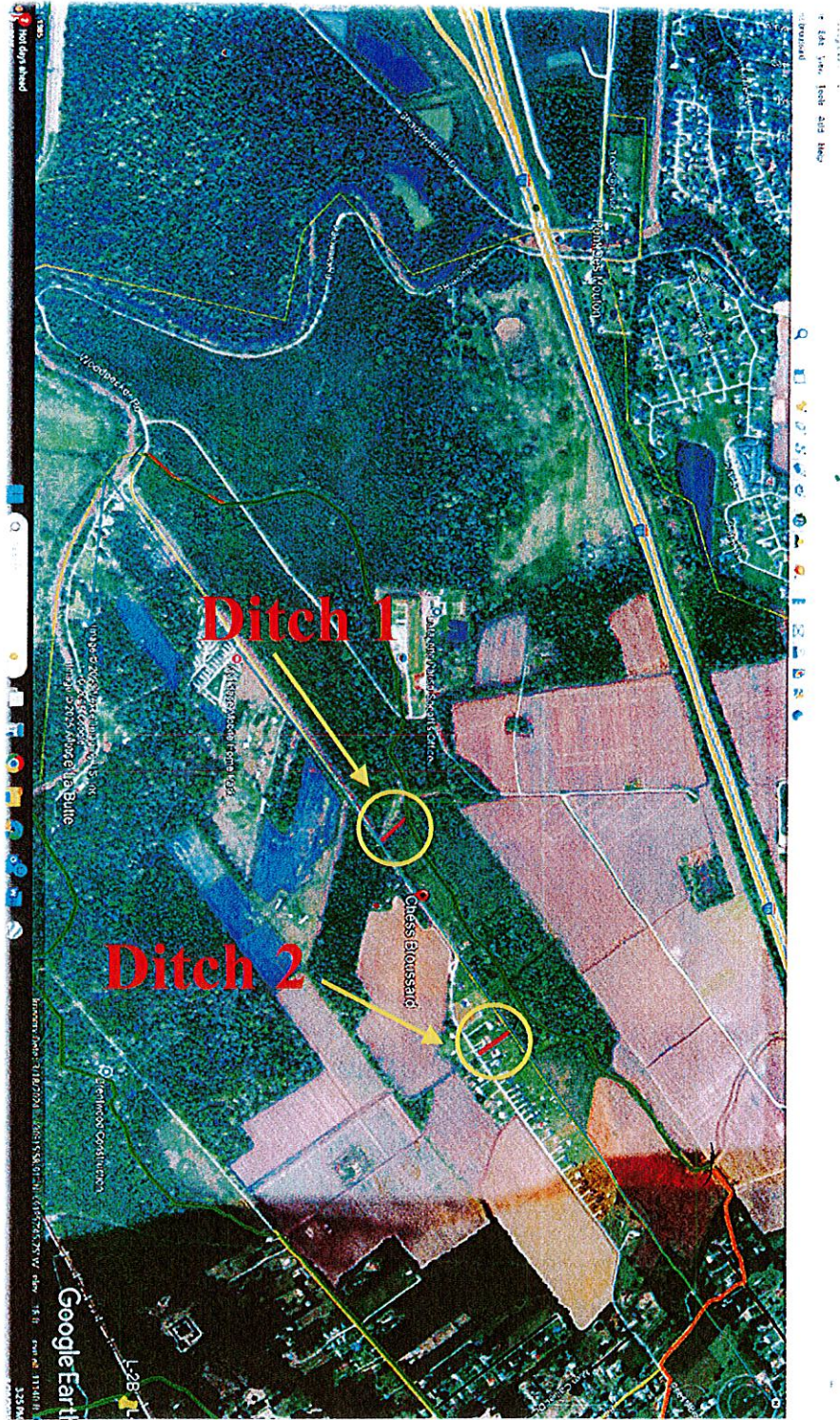
Print: _____

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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

EXHIBIT "A"





Memorandum

Legal Department
Patrick S. Ottinger, City-Parish Attorney

TO: Joseph Gordon-Wiltz, Clerk of the Parish Council **DATE:** December 30, 2025

THRU: Rachel C. Godeaux, CAO

FROM: Patrick S. Ottinger, City-Parish Attorney

SUBJECT: **PARISH COUNCIL MEETING AGENDA – Introduction January 20, 2026; Final Adoption February 10, 2026** – An Ordinance of the Lafayette Parish Council Authorizing the Lafayette Mayor-President to enter into an Intergovernmental Agreement between the Parish of Lafayette and the Parish of St. Martin Concerning the Cleaning of Lateral Ches Broussard

Enclosed please find: (i) Agenda Item Submittal Form; (ii) An Ordinance of the Lafayette Parish Council Authorizing the Lafayette Mayor-President to enter into an Intergovernmental Agreement between the Parish of Lafayette and the Parish of St. Martin Concerning the Cleaning of Lateral Ches Broussard; and (iii) Intergovernmental Agreement.

The enclosed Intergovernmental Agreement pertains to the cleaning, clearing and general maintenance of a drainage channel generally known as Lateral Ches Broussard, portions of which might be located or situated within the unincorporated areas of the Parish of Lafayette.

If all is in order, kindly include on the agenda of the Parish Council to be introduced at the Council meeting on Tuesday, January 20, 2026, with final adoption on Tuesday, February 10, 2026.

A handwritten signature in blue ink, appearing to read "P. Ottinger", written over a horizontal line.

Patrick S. Ottinger
City-Parish Attorney

RECEIVED

DEC 31 2025

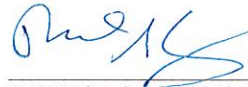
OFFICE OF THE CAO

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 Parish of Lafayette and the Parish of St. Martin concerning the Cleaning of Lateral Ches Broussard
- 2) **ACTION REQUESTED:** Adoption of ordinance
- 3) **COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):** N/A
- 4) **REQUESTED ACTION OF COUNCIL:**
- A) INTRODUCTION: January 20, 2026
 - B) FINAL ADOPTION: February 10, 2026
- 5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**
- A) Cover Memo (1 page)
 - B) Submittal Form (1 page)
 - C) Ordinance (3 pages)
 - D) Intergovernmental Agreement (7 pages)
- 6) **FISCAL IMPACT:**
- Fiscal Impact (Explain)
- No Fiscal Impact

RECOMMENDED BY:



PATRICK S. OTTINGER
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER