

PARISH ORDINANCE NO. PO-012-2026

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 CARENCRO CONCERNING THE SURFACE IMPROVEMENTS TO CORMIER ROAD

BE IT ORDAINED by the Lafayette Parish Council, that:

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

WHEREAS, Carencro is presently undertaking the surface improvements to Cormier Road from Post Road to the Braquet Road intersection (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work both within Carencro and in the Parish of Lafayette (a responsibility of LCG); and

WHEREAS, a portion of the roadway to be improved is within the corporate limits of the City of Carencro, and a portion is within the unincorporated area of Lafayette Parish; and

WHEREAS, Carencro and LCG desire to enter into an Intergovernmental Agreement (hereinafter referred to as "Agreement") to set forth each party's responsibilities as to the Project; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and 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.

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 is attached hereto. Furthermore, the Lafayette Mayor-President is hereby authorized to sign any and all other documents and take any and all other actions in connection therewith.

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

Participants:

LCG and Carencro.

Purpose:

The purpose is to improve the driving surface and drainage along the project extents of Cormier Road.

Funds and/or Services provided by Carencro:

N/A

Funds and/or Services provided by the LCG:

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

Jurisdiction Issues:

N/A

Benefits to Carencro:

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

Time Frame:

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

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

SECTION 5: 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.

* * * * *

**RESOLUTION NO. 2026-004:
INTERGOVERNMENTAL AGREEMENT BETWEEN THE PARISH OF
LAFAYETTE AND THE CITY OF CARENCRO CONCERNING THE
SURFACE IMPROVEMENTS TO CORMIER ROAD**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully 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 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

CITY OF CARENCRO, a political subdivision of the State of Louisiana, represented herein by Charlotte Clavier, its Mayor, duly authorized by Resolution adopted on the 20 day of January 2026, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Carencro").

each of whom declared:

WHEREAS, Lafayette and Carencro each have responsibilities for the road conditions and public safety into and out of their respective jurisdictions; and

WHEREAS, Lafayette is presently undertaking improvements which include but may not be limited to resurfacing and drainage improvements to Cormier Road (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work both within Carencro and in Lafayette Parish (a responsibility of LCG); and

WHEREAS, a portion of the roadway to be improved is within the corporate limits of the City of Carencro, and a portion is within the unincorporated area of Lafayette Parish, and accordingly, Carencro and Lafayette desire to have Cormier Road improved for the mutual benefit of Carencro and of Lafayette, as well as the traveling public at large; and

WHEREAS, Carencro and Lafayette desire to enter into this Intergovernmental Agreement¹ (hereinafter referred to as "Agreement") to set forth each party's responsibilities as to the Project; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities, and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW THEREFORE, in consideration of the covenants set forth herein, Lafayette and Carencro

Publish - Jan 27, 2026

to hereby agree and contract as follows:

1. AGREEMENT. Lafayette does hereby agree to construct and perform all acts necessary for construction of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing, inspecting and contract administration in connection therewith. Carencro does hereby acknowledge that, for and in consideration of the benefits that the Carencro may receive, does hereby agree to grant, at no cost or expense to Lafayette, certain rights in and to those properties owned by Carencro necessary for the construction of the improvements in connection with the Project.

Lafayette shall comply in all respects with applicable law pertinent to public contracts, including particularly the Louisiana Public Bid Law, La. R.S. 38:2212, *et seq.*, to the extent that it might pertain to the Project.

2. EFFECTIVE DATE. The effective date of this Agreement shall be on the date on which the last signing has affixed its signature hereto.

3. RESPONSIBILITY AFTER CONSTRUCTION. Notwithstanding anything contained herein to the contrary, upon the completion of the Project, each of Carencro and Lafayette shall be fully responsible for all maintenance, alteration, correction, improvement, and repair of the improved portions lying within the Project limits and within its respective jurisdiction.

4. PUBLIC PURPOSES. According to this Agreement, Carencro and Lafayette 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. 33:1236, *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.

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

6. 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.

7. 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:

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

and

City of Carencro
Attn: Charlotte Clavier, Mayor
P.O. Box 10
Carencro, LA 70520

8. NON-APPROPRIATION OF FUNDS. 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 Lafayette, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

9. 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 Lafayette 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 Lafayette 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.

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

[Signatures on following pages]

THUS DONE AND SIGNED, in multiple originals, on this ____ day ~~of~~-----
2026, by PARISH OF LAFAYETTE 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

Ellen Butler

By: _____
Monique B. Boulet
Lafayette Mayor-President

Debbie Sonnier

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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

THUS DONE AND SIGNED, in multiple originals, on this 20 day of January,
2026, by CITY OF CARENCRO in the presence of the undersigned competent witnesses who have
hereto executed, affixed and signed their names with CITY OF CARENCRO and me, said Notary
Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Annette R. Cutrer Annette R. Cutrer
Name of Witness Please Print

Kimberly Davis Kimberly Davis
Name of Witness Please Print

CITY OF CARENCRO

By: Charlotte Clavier
Charlotte Clavier Mayor

Notary Public Lisa Meche
Name of Notary Print LISA MECHE
ID No. or Bar Roll No. 196608





Internal Memorandum

Capital Improvements Department
Director's Office (5200)

TO: Rachel Godeaux

DATE: February 9, 2026

FROM: Martin Poirrier

**SUBJECT: Parish Council Agenda Item
Cormier Road**

Attached is an ordinance of the Lafayette Parish Council authorizing the Mayor-President to enter into an Intergovernmental Agreement between the Lafayette City-Parish Consolidated Government and the City of Carencro concerning the surface improvements to Cormier Road.

The attached is being submitted as a Parish ordinance as the project is located in the Parish.

If you approve, please place this on the Parish Council agenda to be introduced on Tuesday, March 10, 2026.

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

A handwritten signature in blue ink that reads 'Martin Poirrier'.

Martin Poirrier, PE, LSI
Director of Capital Improvements

MP/lv

Attachments

c: Fred Trahan *FT*
Carolyn Chapman *CC*
Tara Cazares *TC*
Project File #1966

RECEIVED

FEB 10 2026

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 Mayor-President to enter into an Intergovernmental Agreement between the Lafayette City-Parish Consolidated Government and the City of Carencro concerning the surface improvements to Cormier Road

2) ACTION REQUESTED: Adoption of Ordinance

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

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

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: March 10, 2026

B) FINAL ADOPTION: March 24, 2026

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Agreement (6 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)


X No Fiscal Impact

RECOMMENDED BY:



MARTIN POIRRIER, PE, LSI
DIRECTOR OF CAPITAL IMPROVEMENTS

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER