

PARISH ORDINANCE NO. PO-015-2026

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 ST. LANDRY PARISH CONCERNING SURFACE IMPROVEMENTS TO MENDELL ROAD

BE IT ORDAINED by the Lafayette Parish Council, that:

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

WHEREAS, St Landry is presently undertaking the surface improvements to Mendell Road (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work both within St Landry 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 St Landry Parish, and a portion is within the unincorporated area of Lafayette Parish; and

WHEREAS, St Landry 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 St Landry.

Purpose:

The purpose is to improve the driving surface along the project extents of Mendell Road.

Funds and/or Services provided by St Landry:

St Landry 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.

Funds and/or Services provided by the LCG:

LCG shall contribute \$82,150 to St Landry toward the portion of the project within Lafayette Parish

Jurisdiction Issues:

N/A

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.

* * * * *

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFAYETTE
CITY-PARISH CONSOLIDATED GOVERNMENT AND THE ST. LANDRY
PARISH GOVERNMENT CONCERNING SURFACE IMPROVEMENTS TO
MENDELL ROAD**

STATE OF LOUISIANA

PARISH OF ST. LANDRY

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

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by Monique B. Boulet, its Mayor-President, duly authorized by Ordinance No. PO-____-2026 of the Lafayette Parish Council adopted on _____, 2026 (hereinafter referred to as "LCG");

and

ST. LANDRY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by Jessie M. Bellard, its Parish President, duly authorized by Resolution adopted on the _____ day of _____, 2026 (hereinafter referred to as "SLPG"),

each of whom declared:

WHEREAS, LCG and SLPG each have responsibilities for the flow, road conditions and public safety into and out of their respective jurisdictions; and

WHEREAS, SLPG is presently undertaking roadway improvements with associated drainage to facilitate the improvements on Mendell Road (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who travel, reside or work both within SLPG and in Lafayette Parish; and

WHEREAS, a portion of the roadway to be improved is within the unincorporated area of St. Landry Parish, and a portion is within the unincorporated area of Lafayette Parish, and accordingly, the officials of SLPG and LCG desire to share the costs and expenses associated with the proposed Project; and

WHEREAS, SLPG and LCG desire to enter into this 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, in consideration of the covenants set forth herein, LCG and SLPG do hereby agree and contract as follows:

1. AGREEMENT. SLPG 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, and inspecting in connection therewith. SLPG 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.

SLPG shall advance the payment of all costs associated therewith, including, but not limited to, construction, engineering, design, drafting, surveying, testing, inspecting and all other professional services and the like necessary or appropriate for the planning or development of the Project.

2. REIMBURSEMENT BY LCG. By this Agreement, LCG commits and obligates itself to pay a total of Eighty-two Thousand One Hundred Fifty and No/100 (\$82,150.00) Dollars (the "Contribution") to the total costs associated with the Project, which total costs are to be borne solely by SLPG, subject to such Contribution. LCG reserves the right to review engineering plans, specifications, and related work items to verify completion levels, and to conduct such audits or financial investigations as it deems appropriate. The Contribution shall be disbursed by LCG and paid to SLPG within forty-five (45) days after completion of the Project; receipt of notice by SLPG of documentation satisfactory to LCG as to the costs incurred in connection with the Project, and confirmation by LCG that the work was performed in accordance with the approved plans and specifications associated therewith.

3. RECORDS OF COSTS. SLPG 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 SLPG and will be open for inspection by LCG and copies thereof shall be furnished to LCG upon request at LCG's cost. SLPG shall be the custodian of such books and records as contemplated by La. R.S 44:31, *et seq.*

4. EFFECTIVE DATE. The effective date of this Agreement shall be on the date on which the last signing 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.

5. RESPONSIBILITY AFTER CONSTRUCTION. Notwithstanding anything contained herein to the contrary, upon the completion of the Project, LCG shall be fully responsible for all maintenance, alteration, correction, improvement, and repair of all portions of Mendell Road within its jurisdiction and SLPG shall be responsible for the maintenance, alteration, correction, improvement, and repair of all portions of Mendell Road within its jurisdiction.

6. PUBLIC PURPOSES. According to this Agreement, SLPG and LCG 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.

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

8. 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.

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

Or

St. Landry Parish Government
Attn: Jessie M. Bellard, Parish President
P. O. Box 1550
Opelousas, LA 70571

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 each party 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 neither party shall be liable for the amount of such increase until and unless said budget is amended pursuant to those provisions of law which govern the budgetary process of each party, to include the allowance for such an increase in funding.

11. NON-APPROPRIATION OF FUNDS. The continuation of this Agreement into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If either party, 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.

12. 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 _____, 2026, at Lafayette, Lafayette Parish, Louisiana, by LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Debbie Sonnier

By: _____
Monique B. Boulet
Lafayette Mayor-President

Ellen Butler

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2026, at Opelousas, St. Landry Parish, Louisiana, by ST. LANDRY PARISH GOVERNMENT in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with ST. LANDRY PARISH GOVERNMENT and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

ST. LANDRY PARISH GOVERNMENT

By: _____

Jessie M. Bellard
Parish President

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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



Internal Memorandum

Capital Improvements Department
Director's Office (5200)

TO: Rachel Godeaux

DATE: March 17, 2026

FROM: Martin Poirrier

SUBJECT: Parish Council Agenda Item
Mendell Road - IGA

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 St. Landry Parish concerning the surface improvements to Mendell 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, April 21, 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: Tara Cazares
Project File

RECEIVED

MAR 24 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 St Landry Parish concerning surface improvements to Mendell 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: April 21, 2026

B) FINAL ADOPTION: May 5, 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