

ORDINANCE NO. JO-076-2022

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND 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 BROUSSARD CONCERNING THE WIDENING OF LOUISIANA HIGHWAY 89

BE IT ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

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

WHEREAS, Broussard anticipates undertaking one or more construction projects for the widening of Louisiana Highway 89 from its intersection with Louisiana Highway 182 (Pinhook Road) to its intersection with Ambassador Caffery Parkway (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work both within Broussard and in the City of Lafayette and 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 Broussard, and a portion is within the corporate limits of the City of Lafayette, and a portion is within the unincorporated area of Lafayette Parish, and accordingly, the officials of Broussard and LCG desire to share the costs and expenses associated with the proposed Project; and

WHEREAS, Broussard 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 City Council and 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 Broussard.

Purpose:

The purpose is to improve Louisiana Highway 89 from its intersection with Louisiana Highway 182 (Pinhook Road) to its intersection with Ambassador Caffery Parkway.

Funds and/or Services provided by the LCG:

LCG shall reimburse Broussard, upon completion of the Project, the actual costs and expenses associated with the LCG portion of the Project. Reimbursement is estimated at Two Hundred Fifty-Four Thousand Four Hundred Ninety-One Dollars and Sixty-Two Cents (\$254,491.62).

Funds and/or Services provided by Broussard:

Broussard 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 the LCG:

The benefit to LCG 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: EFFECTIVE DATE. After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon signature of this joint ordinance by 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.: #715-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE
LAFAYETTE PARISH CONSOLIDATED GOVERNMENT
FOR HIGHWAY 89 IMPROVEMENTS**

WHEREAS, the City Council of the City of Broussard finds that the continued progress and development of the City of Broussard, Louisiana, requires the improvement of public roadways; and

WHEREAS, the City Council of the City of Broussard finds there is a need for improvements to a the portion Louisiana Highway 89 between Louisiana Highway 182 (Pinhook Road) and Ambassador Caffery Parkway which is located partially in the City of Broussard, partially in the City of Lafayette, and partially in the unincorporated area of Lafayette Parish, and

WHEREAS, the most efficient method of carrying out the foregoing is through an intergovernmental agreement pursuant which the City of Broussard will oversee said improvements, with costs to be shared by the City of Broussard, the City of Lafayette, and Lafayette Parish.

WHEREAS, the City Council of the City of Broussard, Louisiana, finds that it is in the best interest of the City of Broussard to contract with the Lafayette City-Parish Consolidated Government for the matters described herein.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that an Intergovernmental Agreement between the City of Broussard and the Lafayette City-Parish Consolidated Government be executed to provide for construction of improvements to Louisiana Highway 89 and sharing of costs thereof; and

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to negotiate, approve, and execute the proposed Intergovernmental Agreement, and to acknowledge same in such manner as he deems appropriate.

And this Resolution was submitted to a vote on the 14th day of June, 2022, and the vote thereon was as follows:

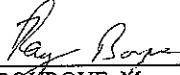
YEAS: Angel Racca, David Bonin, Jesse Regan, Michael Rabon,
Kenny Higginbotham, Ray Gary and Jeff Delahoussaye

NAYS: none

ABSENT: none

ABSTENTION: none

And this Resolution was declared adopted this, the 14th day of May, 2022.



RAY BOURQUE, Mayor



TINA EMERT, City Clerk

CERTIFICATION

I, TINA EMERT, the duly qualified and appointed Clerk of the City of Broussard, State of Louisiana do hereby certify that the above and foregoing Resolution is a true and correct copy from the minutes of the regular meeting of the Mayor and City Council of the City of Broussard, Louisiana, held on this, the 14th day of June, 2022.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the 14th day of June, 2022.



TINA EMERT
City Clerk, City of Broussard

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereafter "Agreement") made and entered into on this, the ____ day of _____, 2022, by and between the following parties:

City of Broussard, Louisiana (hereafter "Broussard"), represented by its duly authorized and empowered Mayor, Ray Bourque, pursuant to a Resolution 715-22 adopted by the City Council of the City of Broussard, Louisiana, on the 14th day of June, 2022, a copy of which is attached hereto, and hereinafter designated as "City"; and

Lafayette City-Parish Consolidated Government (hereafter "LCG"), represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Resolution ____ of the Lafayette City-Parish Government adopted on the ____ day of ____, 2022, a copy of which is attached hereto.

Whereas, Broussard anticipates undertaking one or more construction Projects for the widening of Louisiana Highway 89 in Lafayette Parish, Louisiana from its intersection with Louisiana Highway 182 (Pinhook Road) to its intersection with Ambassador Caffery Parkway (hereafter, the "Project"); and

Whereas, Broussard has been awarded a grant from the Louisiana Capital Outlay Program (the "Grant") for that Project, a portion of which has been funded to facilitate engineering for said Project; and

Whereas, , Broussard has determined that it will engage the Duplantis Design Group (hereafter "DDG") to provide engineering services for the pre-construction design for the Project (hereafter the "Engineering Services"); and

Whereas, portions of the Project are located in the City of Broussard, in the City of Lafayette, and in unincorporated areas of Lafayette Parish; and

Whereas, the Project will benefit LCG as well as Broussard; and

Whereas, LCG has agreed to share in the portion of the cost of the Project by reimbursing Broussard for a share of said cost based on the proportion of highway frontage along the portion of Louisiana Highway 89 from Pinhook Road to Ambassador Caffery Parkway which is located outside the City of Broussard compared to the total highway frontage for that segment; 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.

Whereas, the Parties have agreed to share the cost of the Project according to the terms set forth hereafter.

Now therefore, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The Parties agree that actual costs for the Project, based on the highway frontage for each of the Parties, shall be shared as follows:
 - a. Broussard – 40.5%
 - b. City of Lafayette – 34.3%
 - c. Lafayette Parish – 25.2%

Notwithstanding the above, the Parties recognize and agree that the obligation to incur and pay said costs shall be conditioned on approval and appropriation of funds by the respective governing authorities of the Parties.

2. Broussard agrees to engage DDG for the Engineering Services for an amount not to exceed Four Hundred Twenty-Seven Thousand Seven Hundred Seventeen Dollars (\$427,717.00) plus additional hourly charges for additional task orders, to provide LCG a copy of the contract once the same is fully executed, and to administer the contract with DDG for the Engineering Services. Such administration includes contracting with DDG for the Engineering Services, administering the contract governing the Engineering Services, and advancing all costs associated with the Engineering Services. Broussard agrees to notify LCG: i) when DDG reaches fifty percent (50%) of the contract amount with DDG for the Engineering Services; and ii) immediately if the Engineering Services is reasonably anticipated to exceed the cost estimate set out in this Paragraph 2.
3. Broussard shall document the costs for Engineering Services, and agrees to maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred relative to the Engineering Services and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by Broussard and will be open for inspection by LCG and copies thereof shall be furnished to LCG upon request at LCG's cost. Broussard shall be the custodian of such books and records as contemplated by La. R.S 44:31, et seq.
4. The parties recognize that funds received from the Grant will not cover the entire cost of Project, and that a portion of the cost of the Engineering Services, as well as a portion

- of the construction costs (the "Construction Cost"), including the local matching funding requirements, will be paid by the local governments (the "Unfunded Costs").
5. LCG agrees to reimburse Broussard for the portion of Unfunded Costs for Engineering Services attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1 pursuant to the following procedures:
 - a. From time to time, but no more frequently than every 30 days, Broussard will provide LCG with documentation evidencing the Engineering Contract Costs incurred (a "Engineering Reimbursement Statement"). LCG shall review the Engineering Reimbursement Statement and agrees to provide Broussard with any objection in writing within 15 days of receipt of the Reimbursement Statement.
 - b. Within 30 days of receipt of the Engineering Reimbursement Statement, LCG will reimburse Broussard for its proportionate share of the Engineering Contract Costs shown on the Engineering Reimbursement Statement to which LCG has not made a written objection.
 - c. In the event of any objection, the parties agree to have their respective representative meet within 15 days of the objection to attempt to resolve the objections. If objections are not resolved, LCG shall have the right to withhold payment for any Engineering Project Costs to which it has objected, and the Parties shall, at a minimum, utilize the dispute resolution procedure set out in Paragraph 8 to resolve the objection.
 6. The parties anticipate that the remainder of the Grant will be funded by the State of Louisiana at a later date, at which time construction of the Project will commence. Broussard agrees to administer the construction portion of the Project, and LCG agrees to pay for its portion of the Construction Costs which is unfunded and which is attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1. The parties agree that once construction commences, Broussard will, from time to time, provide LCG with Construction Reimbursement Statements which will be processed and paid pursuant to the same procedure used for the Engineering Reimbursement Statements.
 7. The parties acknowledge the possibility that the portion of La. Hwy. 89 from Pinhook

Road to Ambassador Parkway may hereafter be transferred to the parties pursuant to the Road Transfer Program in connection with the right sizing initiative of the Louisiana Department of Transportation and Development. Each of the parties to this Agreement covenants and agrees that in the event any portion of the roadway within its jurisdiction is transferred to said party pursuant to the right sizing program, the funds received by said governmental entity in connection with said road transfer shall be dedicated by said governmental entity for uses solely for construction, maintenance, and repair of that portion of the roadway transferred to it.

8. The Parties agree hereto agree to timely communicate with respect to this Engineering Services and this Agreement. Mel Bertrand will be the primary point of contact for Broussard, and Chad Nepveux will be the primary point of contact with LCG. In the event a Party has any concern or issue relating to this Agreement, said Party agrees to immediately contact the other Party regarding the concern or issue. If the matter cannot be satisfactorily resolved, either Party may request a face-to-face meeting on seven (7) days' notice. Said meeting shall include the City Manager for Public Works for Broussard, along with such other personnel as the City Manager deems advisable, and the Director of Public Works for LCG, along with such other personnel as the Director deems advisable.
9. Except as provided in Paragraph 8, 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: Joshua S. Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

With a copy to:

Lafayette City-Parish Consolidated Government
Attn: City-Parish Attorney
P. O. Box 4017-C
Lafayette, LA 70502

Or

The City of Broussard
Attn: Ray Bourque, Mayor
310 East Main Street
Broussard, LA 70518

With copy to:

Gerald C. deLaunay
Broussard City Attorney
P.O. Box 53597
Lafayette, LA 70505

10. Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into any new fiscal year (i.e., 11/01 — 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If Broussard, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under the Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated.
11. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the maximum amount payable by Broussard for the Engineering Services or for Construction Costs under this Agreement shall be the amount budgeted by Broussard for the satisfaction of its obligations for those costs under this Agreement. The parties further agree that the maximum amount payable by LCG under this Agreement for the Engineering Services or for Construction Costs shall be the amount budgeted by LCG for the satisfaction of those obligations. In the event the amount owed by either Broussard or LCG under this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree (i) that Broussard 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 Broussard's budgetary process, to include the allowance for such an increase in funding, and (ii)

that LCG 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 LCG's budgetary process, to include the allowance for such an increase in funding.


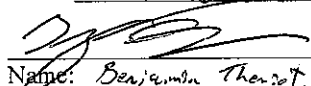
12. This Agreement shall be interpreted and construed, and legal relations created herein shall be determined in accordance with the laws of the state of Louisiana, without regard to its conflict of law provisions. The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.
13. The following provisions shall be applicable to the interpretation of this Agreement:
 - a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
 - b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
 - c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
 - d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.
- g. Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.


[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022 by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:


Name: WALTER S. COMEAUX, III

Name: Benjamin Theriot

CITY OF BROUSSARD

BY: 
Ray Bourque
Mayor, City of Broussard

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

Name: _____

Name: _____

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Joshua S. Guillory
Mayor-President

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereafter "Agreement") made and entered into on this, the ____ day of _____, 2022, by and between the following parties:

City of Broussard, Louisiana (hereafter "Broussard"), represented by its duly authorized and empowered Mayor, Ray Bourque, pursuant to a Resolution 715-22 adopted by the City Council of the City of Broussard, Louisiana, on the 14th day of June, 2022, a copy of which is attached hereto, and hereinafter designated as "City"; and

Lafayette City-Parish Consolidated Government (hereafter "LCG"), represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Resolution ____ of the Lafayette City-Parish Government adopted on the ____ day of ____, 2022, a copy of which is attached hereto.

Whereas, Broussard anticipates undertaking one or more construction Projects for the widening of Louisiana Highway 89 in Lafayette Parish, Louisiana from its intersection with Louisiana Highway 182 (Pinhook Road) to its intersection with Ambassador Caffery Parkway (hereafter, the "Project"); and

Whereas, Broussard has been awarded a grant from the Louisiana Capital Outlay Program (the "Grant") for that Project, a portion of which has been funded to facilitate engineering for said Project; and

Whereas, , Broussard has determined that it will engage the Duplantis Design Group (hereafter "DDG") to provide engineering services for the pre-construction design for the Project (hereafter the "Engineering Services"); and

Whereas, portions of the Project are located in the City of Broussard, in the City of Lafayette, and in unincorporated areas of Lafayette Parish; and

Whereas, the Project will benefit LCG as well as Broussard; and

Whereas, LCG has agreed to share in the portion of the cost of the Project by reimbursing Broussard for a share of said cost based on the proportion of highway frontage along the portion of Louisiana Highway 89 from Pinhook Road to Ambassador Caffery Parkway which is located outside the City of Broussard compared to the total highway frontage for that segment; 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.

Whereas, the Parties have agreed to share the cost of the Project according to the terms set forth hereafter.

Now therefore, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The Parties agree that actual costs for the Project, based on the highway frontage for each of the Parties, shall be shared as follows:
 - a. Broussard – 40.5%
 - b. City of Lafayette – 34.3%
 - c. Lafayette Parish – 25.2%

Notwithstanding the above, the Parties recognize and agree that the obligation to incur and pay said costs shall be conditioned on approval and appropriation of funds by the respective governing authorities of the Parties.

2. Broussard agrees to engage DDG for the Engineering Services for an amount not to exceed Four Hundred Twenty-Seven Thousand Seven Hundred Seventeen Dollars (\$427,717.00) plus additional hourly charges for additional task orders, to provide LCG a copy of the contract once the same is fully executed, and to administer the contract with DDG for the Engineering Services. Such administration includes contracting with DDG for the Engineering Services, administering the contract governing the Engineering Services, and advancing all costs associated with the Engineering Services. Broussard agrees to notify LCG: i) when DDG reaches fifty percent (50%) of the contract amount with DDG for the Engineering Services; and ii) immediately if the Engineering Services is reasonably anticipated to exceed the cost estimate set out in this Paragraph 2.
3. Broussard shall document the costs for Engineering Services, and agrees to maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred relative to the Engineering Services and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by Broussard and will be open for inspection by LCG and copies thereof shall be furnished to LCG upon request at LCG's cost. Broussard shall be the custodian of such books and records as contemplated by La. R.S 44:31, et seq.
4. The parties recognize that funds received from the Grant will not cover the entire cost of Project, and that a portion of the cost of the Engineering Services, as well as a portion

- of the construction costs (the "Construction Cost"), including the local matching funding requirements, will be paid by the local governments (the "Unfunded Costs").
5. LCG agrees to reimburse Broussard for the portion of Unfunded Costs for Engineering Services attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1 pursuant to the following procedures:
 - a. From time to time, but no more frequently than every 30 days, Broussard will provide LCG with documentation evidencing the Engineering Contract Costs incurred (a "Engineering Reimbursement Statement"). LCG shall review the Engineering Reimbursement Statement and agrees to provide Broussard with any objection in writing within 15 days of receipt of the Reimbursement Statement.
 - b. Within 30 days of receipt of the Engineering Reimbursement Statement, LCG will reimburse Broussard for its proportionate share of the Engineering Contract Costs shown on the Engineering Reimbursement Statement to which LCG has not made a written objection.
 - c. In the event of any objection, the parties agree to have their respective representative meet within 15 days of the objection to attempt to resolve the objections. If objections are not resolved, LCG shall have the right to withhold payment for any Engineering Project Costs to which it has objected, and the Parties shall, at a minimum, utilize the dispute resolution procedure set out in Paragraph 8 to resolve the objection.
 6. The parties anticipate that the remainder of the Grant will be funded by the State of Louisiana at a later date, at which time construction of the Project will commence. Broussard agrees to administer the construction portion of the Project, and LCG agrees to pay for its portion of the Construction Costs which is unfunded and which is attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1. The parties agree that once construction commences, Broussard will, from time to time, provide LCG with Construction Reimbursement Statements which will be processed and paid pursuant to the same procedure used for the Engineering Reimbursement Statements.
 7. The parties acknowledge the possibility that the portion of La. Hwy. 89 from Pinhook

Road to Ambassador Parkway may hereafter be transferred to the parties pursuant to the Road Transfer Program in connection with the right sizing initiative of the Louisiana Department of Transportation and Development. Each of the parties to this Agreement covenants and agrees that in the event any portion of the roadway within its jurisdiction is transferred to said party pursuant to the right sizing program, the funds received by said governmental entity in connection with said road transfer shall be dedicated by said governmental entity for uses solely for construction, maintenance, and repair of that portion of the roadway transferred to it.

8. The Parties agree hereto agree to timely communicate with respect to this Engineering Services and this Agreement. Mel Bertrand will be the primary point of contact for Broussard, and Chad Nepveux will be the primary point of contact with LCG. In the event a Party has any concern or issue relating to this Agreement, said Party agrees to immediately contact the other Party regarding the concern or issue. If the matter cannot be satisfactorily resolved, either Party may request a face-to-face meeting on seven (7) days' notice. Said meeting shall include the City Manager for Public Works for Broussard, along with such other personnel as the City Manager deems advisable, and the Director of Public Works for LCG, along with such other personnel as the Director deems advisable.
9. Except as provided in Paragraph 8, 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: Joshua S. Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

With a copy to:

Lafayette City-Parish Consolidated Government
Attn: City-Parish Attorney
P. O. Box 4017-C
Lafayette, LA 70502

Or

The City of Broussard
Attn: Ray Bourque, Mayor
310 East Main Street
Broussard, LA 70518

With copy to:

Gerald C. deLaunay
Broussard City Attorney
P.O. Box 53597
Lafayette, LA 70505

10. Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into any new fiscal year (i.e., 11/01 — 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If Broussard, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under the Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated.
11. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the maximum amount payable by Broussard for the Engineering Services or for Construction Costs under this Agreement shall be the amount budgeted by Broussard for the satisfaction of its obligations for those costs under this Agreement. The parties further agree that the maximum amount payable by LCG under this Agreement for the Engineering Services or for Construction Costs shall be the amount budgeted by LCG for the satisfaction of those obligations. In the event the amount owed by either Broussard or LCG under this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree (i) that Broussard 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 Broussard's budgetary process, to include the allowance for such an increase in funding, and (ii)

that LCG 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 LCG's budgetary process, to include the allowance for such an increase in funding.

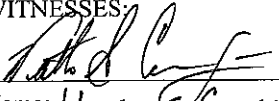
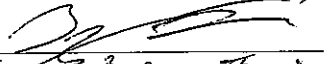
12. This Agreement shall be interpreted and construed, and legal relations created herein shall be determined in accordance with the laws of the state of Louisiana, without regard to its conflict of law provisions. The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.
13. The following provisions shall be applicable to the interpretation of this Agreement:
 - a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
 - b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
 - c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
 - d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.
- g. Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

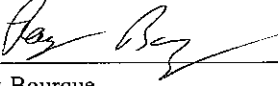
[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022 by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:


Name: WALTER S. COMEAUX, JR

Name: Benjamin Theriot

CITY OF BROUSSARD

BY: 
Ray Bourque
Mayor, City of Broussard

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

Name: _____

Name: _____

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Joshua S. Guillory
Mayor-President

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereafter "Agreement") made and entered into on this, the ___ day of _____, 2022, by and between the following parties:

City of Broussard, Louisiana (hereafter "Broussard"), represented by its duly authorized and empowered Mayor, Ray Bourque, pursuant to a Resolution 715-22 adopted by the City Council of the City of Broussard, Louisiana, on the 14th day of June, 2022, a copy of which is attached hereto, and hereinafter designated as "City"; and

Lafayette City-Parish Consolidated Government (hereafter "LCG"), represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Resolution ___ of the Lafayette City-Parish Government adopted on the ___ day of ___, 2022, a copy of which is attached hereto.

Whereas, Broussard anticipates undertaking one or more construction Projects for the widening of Louisiana Highway 89 in Lafayette Parish, Louisiana from its intersection with Louisiana Highway 182 (Pinhook Road) to its intersection with Ambassador Caffery Parkway (hereafter, the "Project"); and

Whereas, Broussard has been awarded a grant from the Louisiana Capital Outlay Program (the "Grant") for that Project, a portion of which has been funded to facilitate engineering for said Project; and

Whereas, , Broussard has determined that it will engage the Duplantis Design Group (hereafter "DDG") to provide engineering services for the pre-construction design for the Project (hereafter the "Engineering Services"); and

Whereas, portions of the Project are located in the City of Broussard, in the City of Lafayette, and in unincorporated areas of Lafayette Parish; and

Whereas, the Project will benefit LCG as well as Broussard; and

Whereas, LCG has agreed to share in the portion of the cost of the Project by reimbursing Broussard for a share of said cost based on the proportion of highway frontage along the portion of Louisiana Highway 89 from Pinhook Road to Ambassador Caffery Parkway which is located outside the City of Broussard compared to the total highway frontage for that segment; 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.

Whereas, the Parties have agreed to share the cost of the Project according to the terms set forth hereafter.

Now therefore, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The Parties agree that actual costs for the Project, based on the highway frontage for each of the Parties, shall be shared as follows:
 - a. Broussard – 40.5%
 - b. City of Lafayette – 34.3%
 - c. Lafayette Parish – 25.2%

Notwithstanding the above, the Parties recognize and agree that the obligation to incur and pay said costs shall be conditioned on approval and appropriation of funds by the respective governing authorities of the Parties.

2. Broussard agrees to engage DDG for the Engineering Services for an amount not to exceed Four Hundred Twenty-Seven Thousand Seven Hundred Seventeen Dollars (\$427,717.00) plus additional hourly charges for additional task orders, to provide LCG a copy of the contract once the same is fully executed, and to administer the contract with DDG for the Engineering Services. Such administration includes contracting with DDG for the Engineering Services, administering the contract governing the Engineering Services, and advancing all costs associated with the Engineering Services. Broussard agrees to notify LCG: i) when DDG reaches fifty percent (50%) of the contract amount with DDG for the Engineering Services; and ii) immediately if the Engineering Services is reasonably anticipated to exceed the cost estimate set out in this Paragraph 2.
3. Broussard shall document the costs for Engineering Services, and agrees to maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred relative to the Engineering Services and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by Broussard and will be open for inspection by LCG and copies thereof shall be furnished to LCG upon request at LCG's cost. Broussard shall be the custodian of such books and records as contemplated by La. R.S 44:31, et seq.
4. The parties recognize that funds received from the Grant will not cover the entire cost of Project, and that a portion of the cost of the Engineering Services, as well as a portion

- of the construction costs (the "Construction Cost"), including the local matching funding requirements, will be paid by the local governments (the "Unfunded Costs").
5. LCG agrees to reimburse Broussard for the portion of Unfunded Costs for Engineering Services attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1 pursuant to the following procedures:
 - a. From time to time, but no more frequently than every 30 days, Broussard will provide LCG with documentation evidencing the Engineering Contract Costs incurred (a "Engineering Reimbursement Statement"). LCG shall review the Engineering Reimbursement Statement and agrees to provide Broussard with any objection in writing within 15 days of receipt of the Reimbursement Statement.
 - b. Within 30 days of receipt of the Engineering Reimbursement Statement, LCG will reimburse Broussard for its proportionate share of the Engineering Contract Costs shown on the Engineering Reimbursement Statement to which LCG has not made a written objection.
 - c. In the event of any objection, the parties agree to have their respective representative meet within 15 days of the objection to attempt to resolve the objections. If objections are not resolved, LCG shall have the right to withhold payment for any Engineering Project Costs to which it has objected, and the Parties shall, at a minimum, utilize the dispute resolution procedure set out in Paragraph 8 to resolve the objection.
 6. The parties anticipate that the remainder of the Grant will be funded by the State of Louisiana at a later date, at which time construction of the Project will commence. Broussard agrees to administer the construction portion of the Project, and LCG agrees to pay for its portion of the Construction Costs which is unfunded and which is attributable to the City of Lafayette and Lafayette Parish according to the percentages set forth in Paragraph 1. The parties agree that once construction commences, Broussard will, from time to time, provide LCG with Construction Reimbursement Statements which will be processed and paid pursuant to the same procedure used for the Engineering Reimbursement Statements.
 7. The parties acknowledge the possibility that the portion of La. Hwy. 89 from Pinhook

Road to Ambassador Parkway may hereafter be transferred to the parties pursuant to the Road Transfer Program in connection with the right sizing initiative of the Louisiana Department of Transportation and Development. Each of the parties to this Agreement covenants and agrees that in the event any portion of the roadway within its jurisdiction is transferred to said party pursuant to the right sizing program, the funds received by said governmental entity in connection with said road transfer shall be dedicated by said governmental entity for uses solely for construction, maintenance, and repair of that portion of the roadway transferred to it.

8. The Parties agree hereto agree to timely communicate with respect to this Engineering Services and this Agreement. Mel Bertrand will be the primary point of contact for Broussard, and Chad Nepveux will be the primary point of contact with LCG. In the event a Party has any concern or issue relating to this Agreement, said Party agrees to immediately contact the other Party regarding the concern or issue. If the matter cannot be satisfactorily resolved, either Party may request a face-to-face meeting on seven (7) days' notice. Said meeting shall include the City Manager for Public Works for Broussard, along with such other personnel as the City Manager deems advisable, and the Director of Public Works for LCG, along with such other personnel as the Director deems advisable.
9. Except as provided in Paragraph 8, 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: Joshua S. Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

With a copy to:

Lafayette City-Parish Consolidated Government
Attn: City-Parish Attorney
P. O. Box 4017-C
Lafayette, LA 70502

Or

The City of Broussard
Attn: Ray Bourque, Mayor
310 East Main Street
Broussard, LA 70518

With copy to:

Gerald C. deLaunay
Broussard City Attorney
P.O. Box 53597
Lafayette, LA 70505

10. Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into any new fiscal year (i.e., 11/01 — 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If Broussard, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under the Agreement and the Agreement itself shall terminate on the last day of the fiscal year for which funds were appropriated.
11. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the maximum amount payable by Broussard for the Engineering Services or for Construction Costs under this Agreement shall be the amount budgeted by Broussard for the satisfaction of its obligations for those costs under this Agreement. The parties further agree that the maximum amount payable by LCG under this Agreement for the Engineering Services or for Construction Costs shall be the amount budgeted by LCG for the satisfaction of those obligations. In the event the amount owed by either Broussard or LCG under this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree (i) that Broussard 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 Broussard's budgetary process, to include the allowance for such an increase in funding, and (ii)

that LCG 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 LCG's budgetary process, to include the allowance for such an increase in funding.


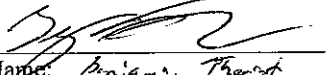
12. This Agreement shall be interpreted and construed, and legal relations created herein shall be determined in accordance with the laws of the state of Louisiana, without regard to its conflict of law provisions. The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.
13. The following provisions shall be applicable to the interpretation of this Agreement:
 - a. This Agreement may be amended or modified only by written agreement executed by duly authorized representatives of both LCG and Broussard.
 - b. This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
 - c. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.
 - d. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

- e. This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.
- f. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.
- g. Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

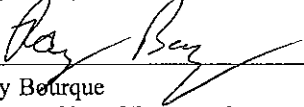
[Signatures on Following Page]

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022 by THE CITY OF BROUSSARD, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:


Name: WALTER S. COMEAUX, JR

Name: Benjamin Theriot

CITY OF BROUSSARD

BY: 
Ray Bourque
Mayor, City of Broussard

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2022, by THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, acting through it duly authorized representative, in the presence of the undersigned competent witnesses.

WITNESSES:

Name: _____

Name: _____

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Joshua S. Guillory
Mayor-President



RECEIVED

AUG 17 2022

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Public Works Department
Director's Office (5200)

TO: Cydra Wingerter

DATE: August 15, 2022

FROM: Chad Nepveaux

SUBJECT: Widening of Louisiana Highway 89
Agenda Item

The attached ordinance allows for LCG to enter into an Intergovernmental Agreement with the City of Broussard regarding the widening of Louisiana Highway 89. Broussard will construct the project and LCG shall reimburse Broussard for the portion of roadway that is within LCG's jurisdiction in the amount estimated to be \$254,491.62.

If you approve, please place this item on the next Joint Council agenda to be introduced on Tuesday, September 6, 2022.

Should you have any questions, please advise.

A handwritten signature in black ink, appearing to read 'Chad Nepveaux', written over a horizontal line.

Chad Nepveaux
Director of Public Works

JCN/lv

Attachment: Agenda Item Submittal Packet

c: Scott Joubert
Jessica Cornay
Fred Trahan
File

LAFAYETTE PARISH JOINT MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council and 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 Broussard concerning the widening of Louisiana Highway 89
- 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: September 6, 2022
- B) FINAL ADOPTION: September 20, 2022
- 5) DOCUMENTATION INCLUDED WITH THIS REQUEST:
- A) Cover letter (1 page)
- B) Submittal Form (1 page)
- C) Ordinance (2 pages)
- D) Intergovernmental Agreement (3 sets, 8 pages ea)
- E) Resolution (2 pages)

- 6) FISCAL IMPACT:
- _____ Fiscal Impact (Explain)
- X _____ No Fiscal Impact

RECOMMENDED BY:


DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:


CHIEF ADMINISTRATIVE OFFICER