

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
AND THE CITY OF YOUNGSVILLE CONCERNING THE
FLUSHING AND VACUUMING OF DRAINAGE
INFRASTRUCTURE**

BE IT KNOWN, that on the dates hereinafter set forth, 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 Joshua S. Guillory, its Mayor-President, duly authorized (hereinafter referred to as “LCG”);

and

THE CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana, represented herein by its Mayor, Ken Ritter, duly authorized (hereinafter referred to as “Youngsville”);

each of whom declared:

WHEREAS, Youngsville’s existing drainage system (“Drainage System”) is located in Lafayette Parish, and the interests of LCG and Youngsville are mutual such that both are concerned with the overall drainage of the Drainage System; and

WHEREAS, due to certain conditions of the Drainage System, flushing and vacuuming is needed for purposes of improving the drainage; and

WHEREAS, Youngsville and LCG desire to enter into this Intergovernmental Agreement (“Agreement”) for the flushing and vacuuming of the Drainage System; and

WHEREAS, there is a public purpose for this Agreement of substantial benefit to LCG, Youngsville, and the citizens of the City of Youngsville and Lafayette Parish; and

WHEREAS, LCG and Youngsville have reasonable expectations of receiving benefit or value from this Agreement that is equivalent to or greater than the consideration described in this Agreement; 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 Youngsville do hereby agree, and contract as follows:

1. WORK. The work on the Drainage System, or a portion thereof, will be performed by LCG's contractor and will generally consist of as-needed flushing and vacuuming of drainage infrastructure, including sub-surface drainage pipes, drainage basins, and/or open ditch culverts for the removal and disposal of accumulated silt, sediment, and other debris in order to increase capacity and enhance the flow of stormwater (collectively, the "Project"). Youngsville shall provide water for the flushing operations.

2. REQUEST AND SCHEDULING. Youngsville shall initiate the request for the Project by submitting a written request to the Lafayette Mayor-President or LCG's Director of Drainage. The request shall include a list of locations and/or maps (drawings) requesting assistance with flushing and vacuuming. The Project shall be limited in size and scope consistent with current LCG policies for maintenance. LCG shall schedule the Project and perform the work necessary for the completion of the Project in the most expeditious manner as is practical.

3. PERFORMANCE. Youngsville hereby authorizes LCG to perform all acts and works in Youngsville's jurisdiction necessary for the Project. Except as otherwise provided herein, LCG hereby agrees to bear all costs of performing the Project.

4. SERVITUDES. LCG may, at its own discretion, either utilize existing servitudes or the right to control the Drainage System under La. R.S. 38:113 to pursue completion of the project within Youngsville's jurisdiction. Youngsville hereby grants LCG permission to use all servitudes and rights Youngsville has or may hereafter acquire to the extent necessary for the Project.

5. RECORDS. LCG shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the Project and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by LCG and will be open for inspection by Youngsville and copies thereof shall be furnished to Youngsville upon request at Youngsville's cost. LCG shall be the custodian of such books and records as contemplated by La. R.S. 44:31, *et seq.*

6. TERM. The effective date of this Agreement shall be the date on which the last party has affixed its signature hereto. This Agreement shall remain in full force and effect until (a) the Project has been completed, (b) LCG's 2023 Lafayette Parish Drainage Flushing Services agreement with its contractor terminates, or (c) until the appropriated funding for LCG's 2023 Lafayette Parish Drainage Flushing Services contract has been spent, whichever occurs first.

7. RIGHTS AND DUTIES AFTER COMPLETION. This Agreement does not modify the parties' rights or duties provided by law with respect to the Drainage System after completion of the Project work. Youngsville shall be fully responsible for all future maintenance and repair of the Drainage System. LCG is not, by reason of performing the Project work, assuming any obligations for the Drainage System.

8. PUBLIC PURPOSES. According to this Agreement, Youngsville 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. 33:1234, *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.

9. INDEMNIFICATION. Youngsville agrees to indemnify, defend, and hold harmless LCG, its elected and appointed officials, employees, volunteers, contractors, representatives, and agents (hereinafter collectively referred to as “Indemnitees”) from and against any and all suits, actions, claims, demands, liabilities, losses, damages, expenses, costs, and attorney’s fees, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, asserted or imposed against, or incurred by, the Indemnitees, in any way directly or indirectly related to or resulting from LCG’s use under this Agreement of any servitude granted to Youngsville or the negligence, gross negligence, or intentional act or omission of Youngsville, its employees, contractors, or agents. This obligation shall survive the termination of this Agreement.

10. 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: Joshua S. Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

and

City of Youngsville
Attn: Ken Ritter, Mayor
P.O. Box 592
Youngsville, LA 70592

11. NON-APPROPRIATION OF FUNDS. Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into a new fiscal year (November 1 through October 31) is contingent upon the appropriation of funds by LCG to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, its obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

12. BUDGETED FUNDS. Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by LCG under the Agreement shall be that which is the amount budgeted by LCG for this Agreement. In the event the total amount of this Agreement is increased for any reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG’s Home Rule Charter to allow for such an increased amount.

13. MISCELLANEOUS.

A. Severability. 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.

B. Survivability. The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination shall so survive the expiration or early termination of this Agreement.

C. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign, transfer or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party. The foregoing notwithstanding, Youngsville understands and acknowledges that LCG has contracted with a third-party contractor to perform the Project work.

D. Nonwaiver. 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. Joint Drafting. 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. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

G. Rules of Construction. 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.

H. Attorney Fees and Expenses. Should either party institute a legal proceeding 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.

I. Governing Law. This Agreement shall be interpreted and construed, and the 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.

J. Venue. The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.

K. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

L. No Third Party Beneficiary. Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the ____ day of _____, 2023, in multiple originals, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT**

Signature

By: _____
Joshua S. Guillory, Mayor-President

Print name

Signature

Print name

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the ____ day of _____, 2023, in multiple originals, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

Signature

By: _____
Ken Ritter, Mayor

Print name

Signature

Print name