

**INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN
THE
STATE OF LOUISIANA
AND
THE PARISH OF ACADIA
AND
THE PARISH OF IBERIA
AND
THE CITY OF NEW IBERIA
AND
LAFAYETTE CONSOLIDATED GOVERNMENT
AND
THE CITY OF BROUSSARD
AND
THE CITY OF CARENCRO
AND
THE CITY OF SCOTT
AND
THE CITY OF YOUNGSVILLE
AND
THE PARISH OF ST. LANDRY
AND
THE PARISH OF ST. MARTIN
AND
THE CITY OF BREAUX BRIDGE
AND
THE CITY OF ST. MARTINVILLE
AND
THE PARISH OF VERMILION
AND
CITY OF ABBEVILLE**

**RELATING TO THE RE-DESIGNATION OF THE LAFAYETTE METROPOLITAN
PLANNING ORGANIZATION AS THE ACADIANA METROPOLITAN PLANNING
ORGANIZATION AND ITS GOVERNANCE.**

**STATE OF LOUISIANA
PARISH OF LAFAYETTE**

BE IT KNOWN, that on the dates herein below set forth, before us, the undersigned authorities,
Notaries Public in and for the aforesaid Parishes, and State, duly commissioned and qualified as such, and
in the presence of the undersigned competent witnesses personally came and appeared:

THE STATE OF LOUISIANA, represented by its Governor, Jeff Landry, duly authorized
by the constitution of the State of Louisiana;

And

THE PARISH OF ACADIA, a political subdivision of the State of Louisiana,
represented by its President, Beau Petitjean, duly authorized by a motion of the Parish
Police Jury, adopted on this _____ day of, _____, 2025 a copy of the meeting
minutes which are attached hereto and made a part hereof;

And

THE PARISH OF IBERIA, a political subdivision of the State of Louisiana, represented by its Parish President, M. Larry Richard., duly authorized by a motion of the Parish Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF NEW IBERIA, a political subdivision of the State of Louisiana, represented by its Mayor Freddie Decourt, duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof,

And

THE LAFAYETTE CONSOLIDATED GOVERNMENT a political subdivision of the State of Louisiana, represented by its Mayor-President, Monique Boulet duly authorized by the Lafayette City-Parish Council, adopted on this _____ day of, _____, 2025 a copy of which is attached hereto and made a part hereof,

And

THE CITY OF BROUSSARD a political subdivision of the State of Louisiana, represented by its Mayor Ray Bourque duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF CARENCRO, a political subdivision of the State of Louisiana, represented by its Mayor, Charlotte Clavier, duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF SCOTT, a political subdivision of the State of Louisiana, represented by its Mayor Jan-Scott Richard, duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana, represented by its Mayor, Ken Ritter, duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE PARISH OF ST. LANDRY, a political subdivision of the State of Louisiana, represented by its Parish President Jessie Bellard, duly authorized by a motion of the Parish Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE PARISH OF ST. MARTIN, a political subdivision of the State of Louisiana, represented by its Parish President, Pete Delcambre, duly authorized by a motion of the Parish Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF BREAUX BRIDGE, a political subdivision of the State of Louisiana, represented by its Mayor, Ricky J. Calais, duly authorized by a motion of the City Council, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE CITY OF ST. MARTINVILLE, a political subdivision of the State of Louisiana, represented by its Mayor, Jason Willis, duly authorized by a motion of the City Council, adopted on this day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

And

THE PARISH OF VERMILION, a political subdivision of the State of Louisiana, represented herein by its Police Jury President Mark Poche, duly authorized by Ordinance the Vermilion Parish Police Jury, adopted on this ____ day of, _____, 2025 a copy of which is attached hereto

And

THE CITY OF ABBEVILLE, a political subdivision of the State of Louisiana, represented by its Mayor, Roslyn White duly authorized by a motion of the Parish Police Jury, adopted on this _____ day of, _____, 2025 a copy of the meeting minutes which are attached hereto and made a part hereof;

and made a part here; who, having been duly sworn, did state and declare, as follows:

WHEREAS, in accordance with Title 23, Section 134 of the United States Code and as reaffirmed in the Infrastructure Investment and Jobs Act that require a Metropolitan Planning Organization be established to support the urban transportation planning process in all urbanized areas with over 50,000 population; and

WHEREAS, the Lafayette Metropolitan Planning Organization Planning Area as a result of the 2010 U.S. Census transitioned to a Transportation Management Area Metropolitan Planning Organization; and

WHEREAS, the Metropolitan Planning Organization must be established by agreement among the units of general purpose government and the Governor; and

WHEREAS, it is the desire of the parties that urban transportation planning be integrated to the maximum extent possible with other areawide planning in the metropolitan area; and

WHEREAS, the successful implementation of urban transportation planning requires the cooperation, assistance and concurrence of local governments in the metropolitan area representing 75% of the Census Bureau defined "Urbanized Area" population; 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/intergovernmental agreements between themselves for specific purposes; and

WHEREAS, local governments support the Acadiana Metropolitan Planning Organization Transportation Policy Committee, as constituted by this Agreement, being appointed as the Metropolitan Planning Organization, and

WHEREAS, the Acadiana Metropolitan Planning Organization, by act of this document, designates the Acadiana Planning Commission to serve as the technical staff to assure the successful

coordinated, comprehensive, and continual planning activities of Title 23, Chapter 1, Section 134 of the U.S.C.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the mutual benefits to be derived here from, the adequacy of which is hereby acknowledged, it is stipulated and agreed as follows:

1. Organization.

The Acadiana Metropolitan Planning Organization Transportation Policy Committee shall be the Acadiana Metropolitan Planning Organization (AMPO) for transportation planning in the Lafayette Urbanized Area and Lafayette Metropolitan Planning Area as defined in the attachments to this Agreement. The parties shall provide for the governance, organization and responsibilities of the MPO as follows:

A. Establish a committee structure which, as a group, will be responsible for the overall technical and policy guidance of the Metropolitan Planning Organization as follows:

1) TRANSPORTATION POLICY COMMITTEE (TPC) comprised of Twenty-Six (26) decision makers of general-purpose local government (e.g. Mayors, City and Parish elected officials, etc.) or their designated representatives in accordance with CFR Sec. 450.306(i)), and in addition one (1) representative from the LaDOTD, one (1) local transit operator, and one (1) non-voting representative from the Federal Highway Administration (FHWA) as noted below:

Table A
"Membership"

| Jurisdiction | Representation | % Population | % Voting Representation |
|-------------------------|----------------|--------------|-------------------------|
| Acadia Parish | | 2% | 4% |
| Unincorporated parish | 1 | 2% | 4% |
| Lafayette Parish | | 62% | 50 % |
| Unincorporated Parish | 3 | 19% | 11% |
| City of Broussard | 1 | 3% | 4% |
| City of Carencro | 1 | 2% | 4% |
| City of Lafayette | 7 | 31% | 25 % |
| City of Scott | 1 | 2% | 4% |
| City of Youngsville | 1 | 4% | 4% |
| Iberia Parish | | 14% | 14% |
| Unincorporated Parish | 2 | 7% | 7% |

| | | | |
|--------------------------|----|------------|-------------|
| New Iberia | 2 | 7% | 7% |
| St. Landry Parish | | 3% | 4% |
| Unincorporated | 1 | 3% | 4% |
| St. Martin Parish | | 11% | 14 % |
| Unincorporated | 2 | 8% | 7% |
| Breaux Bridge | 1 | 2% | 4% |
| St. Martinville | 1 | 2% | 4% |
| Vermilion Parish | | 8% | 4% |
| Unincorporated | 1 | 5% | 7% |
| Abbeville | 1 | 3% | 4% |
| LaDOTD | 1 | | |
| Transit | 1 | | |
| FHWA* | 1 | | |
| TOTAL | 29 | | |
| * Non-Voting | | | |

- 2) THE TRANSPORTATION TECHNICAL COMMITTEE comprised of not more than twenty-seven (27) representatives of general-purpose local governments who are responsible for or involved in the work of transportation programs and/or projects, as well as a representative from the Louisiana Department of Transportation and Development (LaDOTD) and a non-voting representative from the Federal Highway Administration (FHWA).
- 3) COMMITTEE REVIEW PROCEDURES shall begin with the TTC for approval and recommendation and then to the TPC for final action by Resolution introduced and adopted at one meeting with all meeting and public comment period advertised as per the MPO Public Participation Plan. MPO Rules of Policy and Procedure, contract approvals, transportation design guidelines, program adoptions and transportation plan adoptions and amendments shall be by TPC Resolution.

B. Establish and maintain a multi-modal transportation planning process that includes the following:

- 1) Unified Planning Work Program (UPWP) which identifies MPO Transportation Work Tasks for every fiscal year including all contracted and discretionary funding resources.
- 2) Transportation Improvement Program (TIP) identifying all regionally significant transportation capital improvements and public transit operating funding programmed for four-year increments utilizing federal, state and local funds. Regionally significant transportation improvements shall be defined by the MPO in cooperation with the LaDOTD and US DOT.
- 3) Transportation Programs and Projects Performance Measures (PM) identifying and monitoring negative and positive results of MPO programs and projects over time.
- 4) Public Participation Plan (PPP)
- 5) Travel Demand Management Program (TDM)
- 6) Congestion Management Program (CMP)

C. Establish and maintain area transportation plans that include the following:

- 1) Financially Constrained Transportation Plan (20-year horizon)
- 2) 2040 Regional Transit Study
- 3) 2040 Bikeway Plan
- 4) 2040 Pedestrian Plan
- 5) Acadiana Safe Streets for All Users Action Plan
- 6) 2040 Freight Plan

2. **Funding**

The Acadiana Metropolitan Planning Organization shall be funded by a per capita membership fee assessed to each member according to its respective population. This membership fee shall be assessed annually. Additionally, separate federal, state, local and private funding may be contracted for specific work tasks and projects.

3. **Transportation Program/Plan Adoption**

The Acadiana Metropolitan Planning Organization shall prepare, maintain and formally adopt a Unified Planning Work Program, Financially Constrained Transportation Plan, Transportation Improvement Program, Congestion Management Program, and Public Transportation Plan as required by federal regulations affecting Metropolitan Planning Organizations and ensure that they are integrated with other comprehensive planning activities at both the state and local level.

4. **Priority Transportation Factors**

The Acadiana Metropolitan Planning Organization shall consider federal priority transportation factors set forth in Congressional transportation acts regularly adopted by Congress.

5. **Residential Unit Data Submittal**

The Acadiana Metropolitan Planning Organization shall support and maintain a transportation roadway network computer model of the MPO Study Area at all times which shall be updated periodically by residential unit numbers within each Traffic Analysis Zone established for the model. MPO members shall be obligated to provide the MPO with new residential construction permits, demolitions, transfers and/or utility connections as deemed necessary not less than annually.

6. **Local/State Agreements**

The Acadiana Metropolitan Planning Organization shall review and acknowledge by signature of the Policy Committee Chair all transportation related agreements between the members and between the members and the Louisiana Department of Transportation and Development.

7. **Statutory Conflicts**

This Agreement shall in no way establish any activity or process that is in conflict with the statutory obligation of the Louisiana Department of Transportation and Development.

8. **Audits**

The Acadiana Metropolitan Planning Organization shall have annual audits of its financial statements of the government activities and each major fund in accordance with GAAP and GAAS.

9. **Administrator**

The Acadiana Planning Commission shall provide a domicile, administrative, fiduciary, legal, and contracts support for the operation of the Acadiana Metropolitan Planning Organization.

10. **Public Transportation**

The Acadiana Metropolitan Planning Organization, shall include and follow all federal guidelines and regulations related to public transportation plans and programs affecting the Metropolitan Planning Organization Planning Area.

11. **Agreement Amendments or Termination**

This Agreement may be renegotiated as required to meet changing conditions. Any party to this Agreement may withdraw or terminate its participation with a twelve-month written notice to the MPO Transportation Policy Committee.

12. **Overhead and Indirect Costs**

Participating parties shall negotiate overhead and indirect costs on a project-by-project basis with granting agencies.

13. Storage and Distribution of Materials

The Acadiana Metropolitan Planning Organization shall serve as archival repository for information gathered and prepared through its programs, projects, plans, and work tasks as agreed by the participating parties.

14. Maintenance of Records

The Acadiana Metropolitan Planning Organization shall maintain and keep the necessary financial records and other documentation pertaining to costs associated with the aforementioned projects.

15. Assignment

No stakeholder or member of the MPO shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the parties.

16. Members

All 6 (Six) Parishes within the MPO Study Area will automatically have the Parish President or Police Jury President serve upon the MPO Policy Committee, such appointments serving to represent the parish as a whole, the unincorporated areas of the parish, and the municipalities without representation as depicted upon Table "A" Membership. Members in good standing must have provided their pro-rata share of the planning local match not less than 60 days prior to the effective date of the Annual MPO Operating Budget. As well Municipalities with 6,000 or greater population will also be provided a voting representative as depicted in Table "A" Membership.

17. Discrimination Clause

Parties to this Agreement agree to abide by the requirements of the following as applicable:

A. Title VI and VII of the Civil Rights Act of /964, as amended by the Equal Opportunity Act of 1972.

B. Federal Rehabilitation Act of 1972, as amended

C. Vietnam Era Veteran's Readjustment Assistance Act of 1974

D. Title IX of the Education Amendments of 1972

E. Age Discrimination Act of 1975

F. Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008

G. LSA-R.S. 23:323 and seq.

18. Notices

Public notices of the Acadiana Metropolitan Planning Organization required by local, state or federal law shall be posted electronically and physically.

19. Survival

Obligations to be performed after the term of this Agreement shall survive this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals as of the dates shown below and inscribed by each of the signatories in the presence of the undersigned competent witnesses.

THUS DONE AND SIGNED, in multiple original, on this _____ day of _____2025, by **THE STATE OF LOUISIANA** in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

STATE OF LOUISIANA
BY: _____
Jeff Landry
Title: Governor
Date: _____

THUS DONE AND SIGNED, in multiple original, on this _____ day _____2025, by the **ACADIA PARISH POLICE JURY** in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

ACADIA PARISH POLICE JURY
BY: _____
Beau Petitjean
Title: Police Jury President
Date: _____

THUS DONE AND SIGNED, in multiple original, on this _____ day of _____2025, by **IBERIA PARISH COUNCIL** in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

IBERIA PARISH
BY: _____
M. Larry Richard
Title: Parish President
Date: _____

THUS DONE AND SIGNED, in multiple original, on this _____ day of _____2025, by the **NEW IBERIA CITY COUNCIL** in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

CITY OF NEW IBERIA
BY: _____
Freddie Decourt
Title: Mayor
Date: _____

THUS DONE AND SIGNED, in multiple original, on this____ day of _____
2025, by the **LAFAYETTE CITY - PARISH COUNCIL** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

| | |
|-------------------|-------------------------------|
| WITNESSES: | LAFAYETTE CITY-PARISH |
| _____ | BY: _____ |
| Print: _____ | Monique Boulet |
| _____ | Title: <u>Mayor-President</u> |
| Print: _____ | Date: _____ |

THUS DONE AND SIGNED, in multiple original, on this _____ day of _____
2025, by the **BROUSSARD CITY COUNCIL** in the presence of the undersigned competent
witnesses who have hereunto executed, affixed and signed their names and me, said Notary
Public, all in the presence of each other after due reading of the whole.

| | |
|-------------------|--------------------------|
| WITNESSES: | CITY OF BROUSSARD |
| _____ | BY: _____ |
| Print: _____ | Ray Bourque |
| _____ | Title: <u>Mayor</u> |
| Print: _____ | Date: _____ |

THUS DONE AND SIGNED, in multiple original, on this _____ day of _____
2025, by the **CARENCRO CITY COUNCIL** in the presence of the undersigned competent
witnesses who have hereunto executed, affixed and signed their names and me, said Notary
Public, all in the presence of each other after due reading of the whole.

| | |
|-------------------|--------------------------|
| WITNESSES: | CITY OF CARENCRO |
| _____ | BY: _____ |
| Print: _____ | Charlotte Clavier |
| _____ | Title: <u>Mayor</u> |
| Print: _____ | Date: _____ |

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **SCOTT CITY COUNCIL** in the presence of the undersigned competent
witnesses who have hereunto executed, affixed and signed their names and me, said Notary
Public, all in the presence of each other after due reading of the whole.

| | |
|--------------------|--------------------------|
| WHITNESSES: | CITY OF SCOTT |
| _____ | BY: _____ |
| Print: _____ | Jan-Scott Richard |
| _____ | Title: <u>Mayor</u> |
| Print: _____ | Date: _____ |

THUS DONE AND SIGNED, in multiple original, on this ____day of _____
2025, by the **YOUNGSVILLE CITY COUNCIL** in the presence of the undersigned competent
witnesses who have hereunto executed, affixed and signed their names and me, said Notary
Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

Print: _____

BY: _____

Print: _____

Ken Ritter

Title: Mayor

Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **ST. LANDRY PARISH COUNCIL** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and
me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

ST. LANDRY PARISH

Print: _____

BY: _____

Print: _____

Jessie Bellard

Title: Parish President

Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____day of _
__2025, by the **ST. MARTIN PARISH COUNCIL** in the presence of the undersigned competent
witnesses who have hereunto executed, affixed and signed their names and me, said Notary
Public, all in the presence of each other after due reading of the whole.

WITNESSES:

ST. MARTIN PARISH

Print: _____

BY: _____

Print: _____

Pete Delcambre

Title: Parish President

Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____day of ____
2025, by the **BREAUX BRIDGE CITY COUNCIL** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF BREAUX BRIDGE

Print: _____

BY: _____

Print: _____

Ricky Calais

Title: Mayor

Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **ST. MARTINVILLE CITY COUNCIL** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

CITY OF ST. MARTINVILLE

BY: _____
Jason Willis
Title: Mayor
Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **VERMILION PARISH POLICE JURY** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

VERMILION PARISH

BY: _____
Mark Poche'
Title: Police Jury President
Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **VERMILION PARISH POLICE JURY** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

CITY OF ABBEVILLE

BY: _____
Roslyn White
Title: Mayor
Date: _____

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2025, by the **ACADIANA PLANNING COMMISSION** in the presence of the undersigned
competent witnesses who have hereunto executed, affixed and signed their names and me, said
Notary Public, all in the presence of each other after due reading of the whole.

**WITNESSES:
COMMISSION**

Print: _____

Print: _____
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ACADIANA PLANNING

BY: _____
Sara Fawcett-Gary
Title: Chief Executive Officer
Date: _____