

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
AND THE CITY YOUNGSVILLE CONCERNING THE SURFACE
IMPROVEMENTS TO DECON ROAD**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

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

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. PO-____-2021 of the Lafayette City-Parish Council adopted on the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof (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 by Resolution adopted on the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Youngsville");

each of whom declared:

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

WHEREAS, Youngsville is presently undertaking the surface improvements to Decon Road Overlay project (hereinafter referred to as the "Project"), which Project shall greatly benefit the motoring public who reside and work both within Youngsville and in Lafayette Parish (a responsibility of LCG); and

WHEREAS, a portion of the roadway to be improved is within the corporate limits of the City of Youngsville, and a portion is within the unincorporated area of Lafayette Parish, and accordingly, the officials of Youngsville and LCG desire to proportionally share the costs and expenses associated with the proposed Project; and

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

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and LSA-R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes,

municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW THEREFORE, in consideration of the covenants set forth herein, LCG and Youngsville do hereby agree and contract as follows:

1. **AGREEMENT**. Youngsville does hereby agree to construct and perform all acts necessary for construction of the Project, including, but not limited to, all engineering, designing, drafting, surveying, testing, and inspecting in connection therewith.

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

2. **REIMBURSEMENT BY LCG**. Upon completion of the Project, LCG hereby agrees to reimburse Youngsville the actual costs and expenses associated with that portion of the Project within LCG and corporate limits; said reimbursement is estimated to be DOLLAR AMOUNT HERE. Prior to reimbursement, Youngsville shall certify to LCG that the work associated with the Project has been completed in accordance with the approved plans and specifications, along with a report documenting the actual costs for that portion of the Project/work within LCG and corporate limits. Upon receipt of this certification, LCG shall remit payment to Youngsville, within thirty (30) days, in the sum of the actual costs of that portion of the Project/work performed within LCG. LCG reserves the right to review engineering plans, specifications and related work items to verify completion levels.

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

4. **EFFECTIVE DATE**. The effective date of this Agreement shall be on the date on which the last signing has affixed its signature hereto and the termination date shall be when the Project has been completed and all payments have been made hereunder. Until such time, this Agreement shall remain in full force and effect.

5. **RESPONSIBILITY AFTER CONSTRUCTION**. Notwithstanding anything contained herein to the contrary, upon the completion of the Project, LCG shall be fully responsible

for all maintenance, alteration, correction, improvement and repair of all portions of Thoroughbred Drive within its jurisdiction and Youngsville shall be responsible for the maintenance, alteration, correction, improvement and repair of all portions of Thoroughbred Drive within its jurisdiction.

6. **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 33:1236, *et seq.*, and the parties agree that this Agreement may be terminated immediately if it is determined that any of the activities undertaken herein are being used for any other purpose other than those specifically set forth herein.

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

8. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

9. **NOTICES.** All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Lafayette City-Parish Consolidated Government
Attn: Josh Guillory, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

or

The City of Youngsville
Attn: Ken Ritter, Mayor
305 Iberia St
Youngsville, LA 70592

10. **NON-APPROPRIATION OF FUNDS.** The continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If Youngsville, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

11. **BUDGETED FUNDS.** Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that

which is the amount budgeted by Youngsville for said Agreement. In the event the total amount of this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that Youngsville 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 Youngsville's budgetary process, to include the allowance for such an increase in funding.

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

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THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, _____, by LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: Joshua S. Guillory.
Lafayette Mayor-President

(Name of Witness - Please Print)

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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

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

WITNESSES:

CITY OF YOUNGSVILLE

BY: _____

Ken Ritter
Mayor

(Name of Witness - Please Print)

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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