

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
AND THE CITY OF YOUNGSVILLE CONCERNING
ASSISTANCE WITH VARIOUS MINOR MAINTENANCE ITEMS**

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 personally 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 _____, 2021, 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 _____, 2021, 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 maintenance of infrastructure located within their respective jurisdictions; and

WHEREAS, the residents of Youngsville contribute financially to the costs associated with the maintenance of the infrastructure located within the Parish of Lafayette through drainage, road, and bridge millages collected via Parish property taxes based on an assessed valuation of property; and

WHEREAS, Youngsville occasionally needs to perform certain minor maintenance improvements to the infrastructure located within the unincorporated area of the Parish of Lafayette, but in the corporate limits of the City of Youngsville, that may consist of, but are not limited to, road grading, asphalt/concrete patching, ditch grading, culvert flushing, drainage structure repairs, and other miscellaneous maintenance items which can be characterized as minor in nature (hereinafter referred to as the "Projects"), but lacks the equipment and manpower to accomplish such maintenance improvements; and

WHEREAS, LCG has the equipment, manpower and technical support available to assist Youngsville with such various Projects and, because the interests of LCG and Youngsville in such Projects are mutual, LCG desires to assist and to cooperate with Youngsville in completing such Projects; 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**. Upon mutual agreement, LCG shall undertake to assist Youngsville in the construction or the completion of certain minor Projects located within the City of Youngsville and the Parish of Lafayette, provided that any such Project shall be limited in size and scope such that: (a) the labor and equipment to be supplied by LCG with regard to such Project shall not exceed \$10,000; and (b) such Project shall be consistent with current LCG policies for maintenance.

2. **PROCEDURE FOR REQUEST**. Either party may initiate the request for LCG's assistance by submitting a written request to the Mayor-President (or Departmental Designee) of LCG for consideration of a Project. The request shall include, in detail, the scope of work to be performed. Prior to the commencement of the Project, a detailed estimate of labor, material and equipment cost will be developed by LCG and both parties will agree with the estimate before work is initiated.

3. **REIMBURSEMENT**. Youngsville shall reimburse LCG for the costs of all materials provided by LCG for construction or completion of a respective Project, unless the materials are to be provided directly by Youngsville. Youngsville shall also be financially responsible for reimbursing LCG for its costs for or relating to all utility relocations, rights-of-way acquisitions, permits, consultant engineering services (if required), service fees, tipping fees, costs of special rental equipment (outside of LCG-owned equipment) and any repairs that might result from the construction or completion of a respective Project by LCG (*i.e.*, repair of damaged driveways, mailboxes, signs, unmarked utilities, or other items as a result of said construction).

However, notwithstanding the foregoing, Youngsville shall be primarily responsible for conducting any repairs that might result from the construction or completion of a respective Project by LCG (*i.e.*, repair of damaged driveways, mailboxes, signs, unmarked utilities, or other items as a result of said construction). Also, Youngsville shall be primarily responsible for: (a) the location or relocation of any affected utilities before commencement of construction of a particular Project and (b) acquiring, for and in its own name, all (*i.e.*, utility or otherwise) necessary rights-of-way or servitudes for such Projects.

4. **DOCUMENTATION**. LCG shall maintain and keep the necessary records and other documentation pertaining to costs of each Project and shall make same available to Youngsville for review for the purpose of substantiating the costs to be reimbursed as required herein.

5. **SCHEDULING**. LCG shall schedule requests from Youngsville and perform the work necessary for the completion of an agreed upon Project in the most expeditious manner as is practical accounting for the priorities of other LCG projects.

6. **RESPONSIBILITY AFTER COMPLETION OF PROJECT.** Upon completion of a Project, Youngsville shall be fully responsible for all future maintenance and repair of all portions of the Project within its jurisdiction.

7. **TERM.** The term of this Agreement shall commence upon the signature of all of the parties to the Agreement, and the term period shall be one (1) calendar year. At the option of LCG and acceptance by Youngsville, this Agreement may be extended on the same terms and conditions as the original Agreement for four (4) additional one-year periods. Notwithstanding anything contained herein to the contrary, LCG may terminate the Agreement at anytime.

8. **INSURANCE.** It is agreed by the parties that LCG shall require the contractor(s) awarded the contract(s) concerning a Project to maintain insurance as follows:

a. **Standard Workmen's Compensation.** This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability coverage of \$1,000,000.00 minimum per occurrence, with waiver of subrogation in favor of LCG and Youngsville; and

b. **Commercial General Liability.** This shall include insurance with limits of at least \$1,000,000.00 per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, Explosion, Collapse, Underground Hazard, and Broad Form Contractual Liability; and

c. **Business Automobile Liability Insurance.** This shall include Business Automobile Liability Insurance with limits of at least \$1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. If "Any Auto" coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Contractor(s) does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then "Hired" and "Non-Owned Auto" coverage is required; and

d. **Additional Insured.** The Lafayette City-Parish Consolidated Government, its officials and employees and the City of Youngsville, its officials and employees shall be named as additional insureds on the Commercial General Liability and Automobile Liability insurance policies; and

e. **Certificates.** A certificate of Insurance shall be furnished by Contractor(s) before the Project begins and shall provide for written notice to LCG and Youngsville thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

9. **LIABILITY INSURANCE BY YOUNGSVILLE.** Youngsville shall obtain and maintain Professional Liability Insurance. This shall cover all claims related to errors and omissions of Youngsville with regard to its acquisition of all necessary rights-of-way or servitudes for any Project within Youngsville jurisdiction pursuant to the terms of this Agreement, with said insurance providing liability limits of no less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per year.

Also, Youngsville shall obtain and maintain a Commercial General Liability policy with \$1,000,000.00 limits and Auto Liability with limits of at least \$1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. Concerning the Auto Liability, if "Any Auto"

coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Youngsville does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then "Hired" and "Non-Owned Auto" coverage is required.

Each policy named herein shall include the Lafayette City-Parish Consolidated Government, its officials, employees and volunteers as an additional insured. A proper certificate evidencing such insurance, required herein, shall be furnished to LCG when the Agreement is executed. The certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) day's written notice being first given to LCG.

10. **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.

11. **ENTIRE AGREEMENT**. This Agreement shall constitute the entire agreement between the parties and shall be effective as of the date that this Agreement is fully executed; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect with regard to this Agreement.

12. **INDEMNIFICATION**. Youngsville agrees and obligates itself to defend, indemnify, and hold forever harmless LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they or LCG may be deemed liable and/or answerable to the extent permitted by law, from and against any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any persons or parties, pursuant to the authority granted to it under the terms of this Agreement as it relates to any Project, including any and all claims arising from the sole negligence, liability, and/or fault of LCG and/or the joint and/or concurrent negligence, liability, and/or fault of LCG with any other persons or parties whomsoever.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless LCG, its employees, agents, persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

13. **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

or

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

14. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything to the contrary in the Agreement, 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 LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

15. **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 LCG 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 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.

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

THUS DONE AND SIGNED, in multiple original, on this ____ day of _____
2021, 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
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, _____
2021, by THE CITY OF YOUNGSVILLE in the presence of the undersigned competent witnesses who
have hereunto executed, affixed and signed their names with THE 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, City of Youngsville

(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.)