

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**INTERGOVERNMENTAL AGREEMENT**

BE IT KNOWN that on the dates set forth hereinbelow, before us, the undersigned Notaries Public in and for the aforesaid local governments and agencies within the Parish of Lafayette, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE LAFAYETTE CITY - PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its City-Parish President, L. J. Durel, Jr., is incorporated herein by reference thereto (hereinafter referred to as "Lafayette Consolidated Government");**

and

**THE CITY OF BROUSSARD, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its Mayor, Charles Langlinais, is incorporated herein by reference thereto;**

and

**THE CITY OF CARENCRO, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its Mayor, Glenn Brasseaux, is incorporated herein by reference thereto;**

and

**THE TOWN OF DUSON, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its Mayor, John Lagneaux, is incorporated herein by reference thereto;**

and

**THE CITY OF SCOTT, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its Mayor, Hazel Myers, is incorporated herein by reference thereto;**

and

**THE TOWN OF YOUNGSVILLE, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by its Mayor, Wilson Viator, is incorporated herein by reference thereto;**

and

**THE LAFAYETTE BAYOU VERMILION DISTRICT, a political subdivision of the State of Louisiana, organized and existing under and by virtue of the laws**

**of the State of Louisiana, represented by its Executive Director, Kerry Collins, is incorporated herein by reference thereto;**

**RELATING TO COLLABORATIVE FUNDING FOR THE FLOOD  
PLAIN MANAGEMENT SERVICES AGREEMENT (FPMS) BETWEEN  
THE U. S. ARMY CORPS OF ENGINEERS AND THE LAFAYETTE  
CONSOLIDATED GOVERNMENT FOR THE LINC COMPREHENSIVE  
DRAINAGE AND STORMWATER PLAN FOR THE PARISH OF  
LAFAYETTE**

**WHEREAS**, the Comprehensive Plan for Lafayette Parish: Lafayette IN a  
Century (LINC) has identified the Drainage and Stormwater Element as a critical priority  
for the parish; and

**WHEREAS**, the Lafayette City-Parish Planning Commission proposed LINC  
Plan Action No. 2-2004 to local governments recommending a collaborative effort to  
fund and prepare a comprehensive drainage and stormwater plan for Lafayette Parish;  
and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) and the U. S.  
Army Corps of Engineers have agreed to participate and coordinate in the preparation of  
the LINC Comprehensive Drainage and Stormwater Plan for Lafayette Parish through  
contract agreements with the Lafayette Consolidated Government; and

**WHEREAS**, the Lafayette Consolidated Government, the University of  
Louisiana at Lafayette Department of Engineering, the Bayou Vermilion District, the  
City of Broussard, the City of Carencro, the Town of Duson, the City of Scott and the  
Town of Youngsville have agreed to collaborate and support the LINC Drainage and  
Stormwater Element with the preparation of the Comprehensive Drainage and  
Stormwater Plan for Lafayette Parish; and

**WHEREAS**, the Federal Emergency Management Agency has submitted a “Community  
Technical Partnership” Agreement with the Lafayette Consolidated Government; and

**WHEREAS**, the U. S. Army Corps of Engineers has submitted a “Flood Plain  
Management Services Program Agreement” with the Lafayette Consolidated Government for a  
cost of \$590,000.

**NOW, THEREFORE**, it is hereby agreed that the parties to this Intergovernmental Agreement  
commit to the following funding obligations to finance the “Flood Plain Management Services  
Program Agreement” between the Lafayette Consolidated Government and U. S. Army Corps of  
Engineers for the purpose of preparing and completing a Comprehensive Drainage and

Stormwater Plan for Lafayette Parish:

**SECTION 1:** The City of Broussard shall fund \$25,000 payable to the Lafayette Consolidated Government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 2:** The City of Carencro shall fund \$25,000 payable to the Lafayette Consolidated Government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 3:** The Town of Duson shall fund \$25,000 payable to the Lafayette Consolidated Government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 4:** The City of Scott shall fund \$25,000 payable to the Lafayette Consolidated Government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 5:** The Town of Youngsville shall fund \$25,000 payable to the Lafayette Consolidated government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 6:** The Bayou Vermilion District shall fund \$75,000 payable to the Lafayette Consolidated government, half to be paid in calendar year 2005 and half to be paid in calendar year 2006.

**SECTION 7:** The Lafayette Consolidated Government shall obligate itself to use budgeted drainage fund revenues provided by this Agreement solely for the public purpose of contracting the “Flood Plain Management Services Agreement Program” for the Lafayette Drainage and Stormwater Comprehensive Plan with the U. S. Army Corps of Engineers and the “Community Technical Partnership” with the Federal Emergency Management Agency (FEMA) before the end of April, 2005.

**SECTION 8:** Parties to this Contract Agreement understand it is in accordance with all applicable provisions of Louisiana law, including but not limited to, Article 7, Section 14 of the Louisiana Constitution of 1974 and/or La. R.S. 33:1236, et seq., as amended, and agree that this Contract may be terminated immediately by the parties if it is determined that any of the funds provided herein are being used for any other purpose other than those set forth herein.

**SECTION 9:** The Lafayette Consolidated Government shall maintain accurate records to reflect the receipt of all sums from the participating parties and the payment of all sums for the undertaking of this project and will submit a financial report regarding the receipt and disbursement of these funds.

**SECTION 10:** This Agreement may be renegotiated as required to meet changing conditions or terminate immediately upon the failure of a contract agreement between the Lafayette Consolidated Government and the U. S. Army Corps of Engineers for the “Flood Plain Management Services Program” (FPMS) to perform in accordance with the terms and conditions of the program outlined

and made a part of this Intergovernmental Agreement.

**THUS DONE AND PASSED**, before me, the undersigned Notary Public, in the presence of the undersigned competent witnesses, at Lafayette, Louisiana, this 16<sup>th</sup> day of March, 2005, after due reading of the whole.