

Mayor
Ray Bourque
mayorbourque@broussardla.com
www.cityofbroussard.com



Council:
Angel Racca - District I
David M. Bonin - District II
Jesse Regan - District III
Heather Girouard - District IV
David Forbes - District V
Kody Allen - District VI
Jeff Delahoussaye - At Large

**AGENDA FOR THE
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BROUSSARD, LA HELD ON
TUESDAY, April 9, 2024 AT 6:00 P.M. AT
414 EAST MAIN STREET, COUNCIL CHAMBERS**

**Meetings are streamed live. Please visit our website at
<https://www.cityofbroussard.com/government/city-council>
to obtain access to our live meetings.**

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|----------------------------------------------------------------------|--------------------------------------|
| 1. OPENING | Mayor Bourque
(6:00 pm– 6:05 pm) |
| 1.1 Pledge of Allegiance | |
| 1.2 Invocation | |
| 2. MINUTES | Mayor Bourque
(6:05 pm—6:10 pm) |
| 2.1 Acceptance of Minutes of the March 26, 2024 City Council Meeting | |
| 3. FINANCIAL REPORT | Mayor Bourque
(6:10 pm – 6:20 pm) |
| 3.1 Approval of the February 2024 financial report | |

4. OTHER BUSINESS

Charles Sharma
(6:20 pm – 6:30 pm)

- 4.1 Charles Sharma
Krewe De Acadian and Krewe La Vie Doux presentation regarding
the Hamburger Cookoff on April 13, 2024

Mayor Bourque
(6:30 pm – 6:40 pm)

- 4.2 Chris Ventre w/Hammerhead Capital
Re: Moulin Road Development

Mayor Bourque
(6:40 pm – 6:50 pm)

- 4.3 Proclamation declaring April 20, 2024 as Beausoleil Festival and Jambalaya
Cook-Off Day in Broussard

Mayor Bourque
(6:50 pm – 7:00 pm)

- 4.4 Reschedule City Council Meeting in June
June 11th meeting moved to June 10th
June 25th meeting moved to June 26th

5. RESOLUTIONS.

Chief Champagne
(7:00 pm—7:10 pm)

- 5.1 Resolution #785-24
Authorizing a Cooperative Endeavor Agreement with Lafayette Parish Consolidated
Government for Firefighting Services from Nov. 1, 2023 till Oct. 31, 2024

Troy Guidry/Mayor Bourque
(7:10 pm – 7:20 pm)

- 5.2 Resolution #786-24
Authorizing a contract extension with Acadian Ambulance from Feb. 1, 2024
through Jan. 31, 2027

6. ORDINANCES FOR INTRODUCTION

Daniel Hutchinson/Mayor Bourque

(7:20 pm—7:30 pm)

6.1 Ordinance #24-793

An ordinance amending the 2023/2024 Operating Budget of Revenues and Expenditures for \$20,000 to model current and future water wells by GHD

Deputy Chief Justin Denais

(7:30 pm – 7:40 pm)

6.2 Ordinance #24-794

An ordinance amending the 2023/2024 Operating Budget of Revenues and Expenditures for \$62,500 for the Fire Department funding (\$50,000 for equipment for the new tanker and \$12,500 for the new radios/paid for out of St. Martin funds)

7. ADJOURNMENT

Mayor Bourque

(7:50 pm)

**MINUTES OF THE
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BROUSSARD, LA
On Tuesday, March 26, 2024
AT 6:00 P.M. AT 414 EAST MAIN STREET, COUNCIL CHAMBERS**

Present: Mayor Ray Bourque, Councilwoman Angel Racca (District 1), Councilman David Bonin (District 2), Councilman Jesse Regan (District 3), Councilman Kody Allen (District 6), Councilman Jeff Delahoussaye (At Large)

Staff: Tina Emert (City Clerk/Director of Administrative Services), Cristen Thibodeaux (Finance Manager), Callie Laviolette (Chief Administrative Officer), Susie Richard (Executive Assistant to the Mayor), Mel Bertrand (City Manager/Director of Public Works), Millicent Norbert (Director of Tourism), Ben Theriot (Code Enforcement Officer), Gerald deLaunay (Attorney at Law), Chief Vance Olivier (Police Chief), Tony Ashy (Assistant Police Chief), Walter Comeaux (City Engineer), Justin Denais (Deputy Fire Chief)

Absent: Councilwoman Heather Girouard (District 4), Councilman David Forbes (District 5), Jamison Abshire (Director of Parks and Recreation), Daniel Hutchinson (City Engineer), Bryan Champagne (Fire Chief)

1. OPENING

1.1 Pledge of Allegiance

1.2 Invocation done by Pastor Marty Deroussel of Our Saviors Church

2. MINUTES

2.1 Acceptance of Minutes of the March 12, 2024, Regular Meeting

Motion by Councilman Delahoussaye

Second by Councilman Allen

Discussion: No public comments.

Final Resolution: Motion Approved

YEAS: District 1 - Angel Racca
District 2 - David Bonin
District 3 - Jesse Regan
District 6 - Kody Allen
At Large - Jeff Delahoussaye

ABSENT: District 4 - Heather Girouard
District 5 - David Forbes

3. OTHER BUSINESS

3.1 Brad Neuschwander

Concerns regarding the Fireworks Ordinance

Mr. Neuschwander stated he lives in Paige Place Subdivision. His concern is fireworks safety. He stated we have no ordinance in place regarding the safety of fireworks. His truck has been hit by fireworks, his home and his yard. Other areas have safety ordinances regarding how far you need to be from homeowners and vehicles when discharging fireworks. The Fire Marshall's Office also has stipulations. He enjoys them, but he feels we need regulations on where they can be set off. They are being aimed at vehicles and homes. Mayor Bourque stated that we do have a firework ordinance for discharging fireworks within the city limits of Broussard. Mr. Neuschwander stated he was not aware of that. Mr. Neuschwander displayed pieces of fireworks that were in his yard after they were discharged. These fragments of the fireworks are extremely dangerous when stepped on. He feels we need to have some safety protocols for this. Mayor Bourque informed Mr. Neuschwander that he will send him the current Fireworks Ordinance for his review. Ms. Wanda Waylon also had requested to address the council about this matters, but she changed her mind.

4. RESOLUTIONS

4.1 Resolution #782-24

A resolution approving the Act of Dedication for Modera Place, LLC

Motion by Councilman Delahoussaye

Second by Councilman Allen

Discussion: Gerald stated everything has been reviewed and he is recommending it for approval. Councilman Bonin questioned Mel if the property was inspected?

Mel stated yes it was, and everything was addressed that needed to be. Councilman Regan stated he will abstain on voting on this item, being he is part owner of this development.

Final Resolution: Motion Approved

YEAS:	District 1 -	Angel Racca
	District 2 -	David Bonin
	District 6 -	Kody Allen
	At Large -	Jeff Delahoussaye
ABSTAIN:	District 3 -	Jesse Regan
ABSENT:	District 4 -	Heather Girouard
	District 5 -	David Forbes

4.2 Resolution #783-24

A resolution abandoning a portion of the drainage easement behind
600 Seychelles Lane/Todd Melancon

Motion by Councilman Regan

Second by Councilman Delahoussaye

Discussion: Councilman Regan stated the homeowner wants to install a pool. He is requesting a portion of the drainage easement behind his home be abandoned because the pool will be encroaching on the easement. It will be butting up to the retention pond. There are several homes near him that are all the same, so this does set a precedent. Gerald stated he would like the property owner to sign a hold harmless and after all the necessary paperwork is completed it will then be filed at the courthouse for future reference if the house is ever sold.

Final Resolution: Motion Approved

YEAS: District 1 - Angel Racca
 District 2 - David Bonin
 District 3 - Jesse Regan
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye
ABSENT: District 4 - Heather Girouard
 District 5 - David Forbes

4.3 Resolution #784-24

A resolution abandoning a portion of the drainage easement behind
102 Seychelles Lane/Jenna Raymond

Motion by Councilman Regan

Second by Councilman Delahoussaye

Discussion: Councilman Regan stated this is the same scenario as the previous item. This home is just a little way further down the street. Gerald stated he will also need a hold harmless from this property owner to attach with the necessary paperwork.

Final Resolution: Motion Approved

YEAS: District 1 - Angel Racca
 District 2 - David Bonin
 District 3 - Jesse Regan
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye
ABSENT: District 4 - Heather Girouard
 District 5 - David Forbes

5. ORDINANCE FOR ADOPTION

5.1 Ordinance #24-793

An ordinance amending the 2023/2024 Operating Budget of Revenues and Expenditures for \$217,000.00 for equipment at the Police Department Facility on 5801 Highway 90 East

Motion by Councilman Bonin

Second by Councilman Allen

Discussion: No public comments.


Final Resolution: Motion Approved

- YEAS: District 1 - Angel Racca
 District 2 - David Bonin
 District 3 - Jesse Regan
 District 6 - Kody Allen
 At Large - Jeff Delahoussaye
- ABSENT: District 4 - Heather Girouard
 District 5 - David Forbes

Mayor Bourque stated before we close the meeting he would like to make the following announcements: 1) April 13th will be opening day of Baseball and 2) April 20th will be the Beau Soleil Festival in Arceneaux Park with a Jambalaya Cookoff.

6. ADJOURNMENT

6.1 Adjourn Meeting



MAYOR RAY BOURQUE



TINA EMERT, CITY CLERK

BEAUSOLEIL AND JAMBALAYA FESTIVAL Cook-Off Day – April 20, 2024

WHEREAS, the City of Broussard prides itself on its vibrant community spirit and its rich tapestry of cultural traditions; and

WHEREAS, jambalaya has been a symbol of Cajun food across cultures and generations in Acadiana, embodying the spirit of family and community and the joy of sharing; and

WHEREAS, Joseph "Beausoleil" Broussard was the leader of the Acadian resistance During the French and Indian War in the mid-1700's, fought against British forces, was imprisoned, was expelled from his home in Nova Scotia, sailed thousands of miles from Canada, eventually settled in Louisiana in 1765, and remains a symbol of courage and fighting spirit of the Acadian people and their descendants: and

WHEREAS, the Beausoleil Festival and Jambalaya Cook-Off, held on the 3rd Saturday in April, is a testament to our city's dedication to preserving our culture and history, and bringing people together through the universal language of delicious food; and

WHEREAS, this festival not only showcases the extraordinary talents of our local bakers and confectioners but also offers an opportunity for residents and visitors alike to partake in a day filled with delicious spices and tastes; and

WHEREAS, the Beausoleil Festival and Jambalaya Cook-Off aligns with our city's commitment to community engagement, economic development, and the promotion of cultural tourism;

NOW, THEREFORE, I, Ray Bourque, Mayor of the City of Broussard, by virtue of the authority vested in me, do hereby proclaim April 20, 2024, as Beausoleil Festival and Jambalaya Cook-Off Day in Broussard.

SIGNED,


Ray Bourque - Mayor of Broussard

RESOLUTION NO.: 785-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BROUSSARD,
LOUISIANA, AUTHORIZING EXECUTION OF AN
COOPERATIVE ENDEAVOR AGREEMENT WITH
LAFAYETTE PARISH**

WHEREAS, the City Council of the City of Broussard finds that the it is in the best interest of the citizens of Broussard and the Broussard Fire Department to enter into a Cooperative Endeavor Agreement with the Parish of Lafayette whereby the Broussard Fire Department agrees to provide firefighting and related services within Lafayette Parish; and

WHEREAS, the Fire Chief of the Broussard Fire Department has recommended approval of the CEA for a term retroactive to November 1, 2023, and terminating on October 31, 2024, with terms as shown in the agreement attached hereto; and

WHEREAS, the City Council of the City of Broussard finds that it is appropriate to confirm and approve execution of the Cooperative Endeavor Agreement.

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the Cooperative Endeavor Agreement with Lafayette Parish is confirmed and approved, and the Mayor of the City of Broussard is authorized to negotiate such additional terms as he deems appropriate and thereafter to execute said agreement on behalf of the City of Broussard.

And this Resolution was submitted to a vote on the 9th day of April, 2024, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 9th day of April, 2024.

RAY BOURQUE, Mayor

TINA EMERT, City Clerk

CERTIFICATION

I, TINA EMERT, the duly qualified and appointed Clerk of the City of Broussard, State of Louisiana do hereby certify that the above and foregoing Resolution is a true and correct copy from the minutes of the regular meeting of the Mayor and City Council of the City of Broussard, Louisiana, held on this, the 9th day of April, 2024.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the 9th day of April, 2024.

TINA EMERT
City Clerk, City of Broussard

**COOPERATIVE ENDEAVOR AGREEMENT FOR
FIREFIGHTING SERVICES BY AND BETWEEN
THE PARISH OF
LAFAYETTE AND
BROUSSARD FIRE DEPARTMENT**

THIS COOPERATIVE ENDEAVOR AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into on the dates noted hereinbelow, but deemed effective the 1st day of November, 2023 (hereinafter referred to as the "Effective Date"), by and between:

PARISH OF LAFAYETTE, a political subdivision of the State of Louisiana, represented herein by its Mayor-President, Monique B. Boulet pursuant to Ordinance No. JO-060-2023, adopted on October 3, 2023 (hereinafter referred to as the "Parish"); and

BROUSSARD FIRE DEPARTMENT, represented herein by the Mayor of the City of Broussard, Ray Bourque, pursuant to Resolution of Broussard Fire Department, (hereinafter referred to as the "Department");

who declared:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, to promote the public health, safety and welfare of the Parish of Lafayette, the Parish desires to contract with the Department for firefighting services to be provided within certain parts of the Parish of Lafayette, which services provide a public benefit to the citizens of the Parish of Lafayette; and

WHEREAS, the Parish may also desire to provide for the hiring of additional firefighters by the Department, in return for additional funding from the Parish;

WHEREAS, there is a public purpose for this Agreement of substantial benefit to the Parish, to the Department, and to the citizens of the Parish of Lafayette, in such mutual cooperation; and

WHEREAS, the Parish and the Department 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, transfer or expenditure of public funds or property is not a gratuitous donation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 – TERM

The term of this Agreement shall be from the Effective Date through the 31st day of October, 2024 (hereinafter referred to as the "Term"). Either party may terminate this Agreement, for any reason, upon ninety (90) days written notice to the other party.

ARTICLE 2 – FUNDING

A. Annual Fixed Amount

For the 2023-2024 fiscal year (11/1/2023 - 10/31/2024) (hereinafter referred to as the "FY 23/24"), the Parish shall pay to the Department an annual fixed amount equal to \$75,000.00, based on the current amount included in the 2023-2024 budget. The annual fixed amount payments will be charged to the following account number set forth below:

<u>ACCOUNT</u>	<u>BUDGET ITEM</u>	<u>AMOUNT</u>
2794190 76550-1003	EXT APP-BROUSSARDVFD PAR APP	\$134,134.00

The annual fixed amount shall be paid in three (3) payments on the following schedule: fifty percent (50%) on or before March 1, 2024; twenty-five percent (25%) on or before May 1, 2024; and twenty-five percent (25%) on or before August 1, 2024.

In the event the Lafayette City-Parish Consolidated Government (hereinafter referred to as the "LCG") amends the LCG Approved Budget to revise the annual fixed amount, the amended amount shall be effective on the date the budget amendment becomes effective. Subsequent payments shall be made at the amended amount, pro rata calculated on a daily basis, for the remainder of the term then in effect.

If this Agreement terminates prior to the end of the Term, regardless of which party terminates the Agreement, the Parish shall pay to the Department the earned but unpaid portion of the annual fixed amount, or the Department shall refund to the Parish the unearned portion of the annual fixed amount paid by the Parish, whichever is applicable. For purposes of this paragraph, the annual fixed amount shall be considered earned on a daily pro rata basis equal to the annual fixed amount divided by 365 days.

If a payment is due by the Parish pursuant to the preceding paragraph, it shall be paid within thirty (30) days of the effective date of termination or March 1, 2024, whichever is later. If a refund is due by the Department pursuant to the preceding paragraph, it shall be paid within thirty (30) days of the effective date of termination and the Parish shall have the right, in its sole discretion, to withhold any amounts due to the Department on or after the effective date of termination, up to the refund amount, until the refund amount is paid or to offset the refund amount.

B. Payroll Expenses

For the FY 23/24, the Parish shall pay to the Department \$59,134.00 to offset the Department's payroll expenses. This amount shall be paid on or before March 1, 2024. The payment will be charged to the following account number set forth below:

<u>ACCOUNT</u>	<u>BUDGET ITEM</u>	<u>AMOUNT</u>
2794190 76550-1003	EXT APP-BROUSSARDVFD PAR APP	\$134,134.00

C. Two Percent Fire Insurance Fund Rebate

This Agreement shall have no applicability to the Two Percent Fire Insurance Fund rebate distribution provided for by La. R.S. 22:347.

ARTICLE 3 – SERVICES

A. Coverage Area

This Agreement for firefighting services covers all unincorporated areas of the Parish of Lafayette identified as the Department's Fire District on the Lafayette Parish Map with Fire Districts attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Fire District"). It is expressly understood that this Agreement has no application to any other areas of the Parish of Lafayette.

B. Categories of Calls

The Department hereby agrees to respond to the following categories of calls in its Fire District:

1. Structure fire, regardless of whether or not actual fire suppression is required, including investigations, good intents, and false alarms. The term "structure" includes, but is not limited to, dwellings, mobile homes, outbuildings, sheds, warehouses, barns, commercial/government buildings, and other similar structures.
2. Vehicle fire/rescue requiring actual fire suppression and/or rescue.
3. Grass fire, trash fire or other non-structure fire, regardless of whether or not actual fire

suppression is required, including investigations, good intents, or false alarms.

4. Gas spill, including wash-down if needed; and
5. Standby required due to a hazardous condition. The term "hazardous condition" means an incident involving the actual or potential release of hazardous materials, including solids, liquids, or gases that may cause injury, death, or damage to property.

C. Required Response

Department shall provide one (1) pumper truck, properly prepared and equipped, to suppress fires in the Fire District, and it shall make such fire suppression efforts as are reasonably possible in light of available water supply and other prevailing conditions of weather and the premises involved; such efforts shall be determined in the judgment of the officer in command upon arrival at the scene.

The Department is obligated to make only one response to a call in its Fire District, either by the Department or by another fire department under a mutual aid agreement, at any one time under this Agreement, and no further response shall be required on the part of the Department during a call in progress.

A call in progress shall be timed from the receipt of said fire call until the time that the Department and the unit making such call has returned to the station. The Department may, in its sole discretion, dispatch another fire engine to a second call during a call in progress or dispatch additional units to the scene of any fire in progress, but in no case is required to do so.

It is recommended that all Firefighters responding to calls in the incorporated areas of the Parish of Lafayette within the Department's Fire District be certified as Firefighter I.

D. Water Supply

The Department in no way takes responsibility to create or provide fire hydrant water supply for fire protection in any area of the Parish of Lafayette. The Department agrees to use the Parish tanker truck listed on the schedule attached hereto as Exhibit B to provide adequate water supply when responding to a structure fire call in the Department's Fire District, and if needed when responding to any other call in the Department's Fire District.

E. Testing

The Department must submit hose test results and pump test results to the Records Clerk annually no later than September 1. Failure of the Department to submit the hose test results and pump test results timely will result in the Parish engaging a third-party to conduct the test(s), at the Department's cost. The cost of third-party testing shall be deducted from any amounts due to the Department under this Agreement, or if there are no amounts remaining to be paid to the Department, the Parish shall invoice the Department and the Department shall pay the Parish's invoice within thirty (30) days of receipt.

F. Pre-Planning

The Department shall pre-plan all businesses in the unincorporated areas of the Parish of Lafayette within its Fire District by the end of the Term.

ARTICLE 4 - PARISH EQUIPMENT

As additional consideration for this Agreement, the Parish will permit certain equipment provided by the Parish and listed on the schedule attached hereto as Exhibit B (hereinafter referred to as the "Equipment") to be used by the Department in providing the firefighting services required under this Agreement.

The Department shall be responsible for the care and safekeeping of the Equipment. The Department shall return the Equipment to the Parish at the termination of this Agreement, or at such earlier time as may be requested by the Parish, in the same condition as received, normal wear and tear excepted. In the event the Equipment is damaged, lost or stolen, the Department shall reimburse the Parish for the damaged, lost or stolen equipment at its replacement value.

The Parish will maintain all necessary liability and property insurance on, or self-insure, the Equipment.

Except as otherwise provided herein, the Parish shall be responsible for all maintenance and repairs of the Tanker during the term of this Agreement, including but not limited to engine repairs, transmission repairs, fire pump repairs, and tire replacements. The Department shall be responsible for routine maintenance of the Tanker, including but not limited to oil changes, tune-ups, and minor repairs. The Department shall also be responsible for repairing any damage to the Tanker caused by the negligence or intentional act or omission of the Department, its employees or volunteers, including but not limited to inadequate routine maintenance or misuse.

ARTICLE 5 INSURANCE

The Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain Commercial General Liability insurance with limits of \$2 million per occurrence including, but not limited to, coverage for Bodily Injury, Property Damage, Premises Operations, Independent Contractors, Products-Completed Operations, and Broad Form Contractual Liability with respects to all operations of the Department under this Agreement.

The Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain a Commercial Automobile Liability insurance policy with a combined single limit of \$2 million per occurrence with respects to all operations of the Department under this Agreement. Also, in the event an automobile not owned by the Department, including but not limited to a fire truck, is utilized in performance of services under this Agreement, then "Hired" and "Non-Owned Auto" coverage is required with limits of \$2 million per occurrence with respect to all operations of the Department under this Agreement.

The Department shall, at all times during the term of this Agreement, at its own cost and expense, maintain Workers' Compensation insurance and Employer's Liability insurance for the Department's employees and volunteers. The Workers Compensation insurance shall be for Louisiana Statutory Limits and Employer's Liability in the amount of \$2 million per occurrence. The Department acknowledges that the Workers' Compensation insurance provided by the Louisiana State Fire Marshal for volunteer firefighters will only cover claims in accordance with the terms of the insurance policy and governing law. For any claims not covered in whole or in part, the Department hereby assumes full responsibility for such claims to the extent not covered, in whole or in part, by the Louisiana State Fire Marshal's Workers' Compensation insurance.

As to all insurance required herein, the Department shall deliver to LCG an appropriate certificate of insurance on a form acceptable to LCG, indicating such coverages effective during the term of this Agreement and it shall provide for written notice to LCG thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

The Department shall, without expense to the Parish, list the Parish, LCG, and their officials, employees, and volunteers as named additional insureds and certificate holders on all liability insurance policies required by this Agreement. The Workers' Compensation insurance carrier shall provide a waiver of subrogation in favor of the foregoing named additional insureds. The Department hereby further provides a waiver of subrogation in favor of the Parish and LCG concerning any Workers' Compensation claims, whether covered or not covered by insurance.

Notwithstanding anything in this Agreement to the contrary, all payments to the Department under this Agreement are conditioned and contingent upon receipt by LCG of appropriate certificate(s) of insurance on a form acceptable to LCG indicating the insurance coverage required herein, effective during the term of this Agreement.

ARTICLE 6 - INDEMNITY

The Department agrees to defend, indemnify, and hold harmless the Parish, the City of Lafayette, LCG, their respective elected and appointed officials, employees, volunteers, contractors, agents, representatives, and insurers (hereinafter collectively referred to as "Indemnitees"), from and against any and all suits, actions, claims, and demands, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability (hereinafter collectively referred to as "Claims"), liabilities, losses, damages, expenses, costs, and attorney's fees asserted or imposed against, or incurred by, the Indemnitees in any way directly or indirectly related to or resulting from this Agreement or the Department's performance of services under this Agreement, whether caused in whole or in part by the negligence, gross negligence, or intentional act or omission of the Department, its directors, officers, employees, volunteers, contractors, agents, representatives, or any other person for whom it may be deemed liable. The Department understands and agrees these obligations include Claims that exceed the insurance coverage required by this Agreement and the full amount of any judgment rendered or compromise settlement made, plus attorney's fees, expenses, court costs, and interest.

ARTICLE 7 – FINANCIAL REPORTING AND AUDITS

The Department is not required to maintain the Parish's funding in a separate account, but it is to be used for the general operations of the Department to enable it to provide adequate firefighting services under the terms of this Agreement and as determined by the Board of Directors of said Department. The Department shall provide to the Parish a copy of its annual financial statements and/or Form 990 federal tax return no later than the 15th day of the 6th month after the end of the Department's fiscal year. If financial statements are provided, they shall at a minimum be compiled by a certified public accountant and include all statements applicable to the operations of the Department, including a balance sheet and income statement.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of the Department which relate to this Agreement, upon request. The Department acknowledges that it may be subject to audit and the reporting requirements as required by La. R.S. 24:513-514. Accordingly, La. R.S. 24:513 requires the Department to designate an individual who shall be responsible for filing annual financial reports with the Legislative Auditor and shall notify the Legislative Auditor of the name and address of the person so designated ("Notice"). The Notice shall be mailed to:

Louisiana Legislative Auditor
P.O. Box 94397
Baton Rouge, LA 70804-9397

And a copy to:

Lafayette City-Parish Consolidated Government
Attn: Fire Chief
P.O. Box 4017-C
Lafayette, LA 70502

The Department shall maintain all books and records pertaining to this Agreement for a period of four (4) years after the date of final payment or four (4) years from the date of termination of the Agreement, whichever is later.

ARTICLE 8 – NON-DISCRIMINATION

The Department agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the Department agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

The Department agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The Department acknowledges and agrees that any act of unlawful discrimination committed by the Department, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE 9 - LEGAL COMPLIANCE

The Department shall, at all times and at its own expense, comply with all federal, state, and local laws, regulations, rules, ordinances, orders, policies, and other regulatory measures now in existence or, as may be hereafter adopted, modified or amended, applicable to the Department or the services to be provided pursuant to this Agreement.

ARTICLE 10 - NOTICES

Unless otherwise provided in writing by the parties, all reports and 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, at address as set forth below:

Lafayette City-Parish Consolidated Government
Attn: Fire Chief
P.O. Box 4017-C
Lafayette, LA 70502

And

Broussard Fire Department
Attn: Fire Chief
501 E. Main St.
Broussard, LA 70518

ARTICLE 11- MISCELLANEOUS

A. Independent Contractor

The Department at all times shall be considered an independent contractor for all purposes under this Agreement, including but not limited to the performance of firefighting services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parish and the Department and/or the Department's employees and volunteers. The Parish is not responsible for the wages, pension/retirement contributions, or Workers' Compensation benefits owed to the Department's employees and volunteers.

B. 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.

C. Survivability

The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, including but not limited to indemnity provisions, shall so survive the completion and termination of this Agreement.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. Exhibits

Exhibits A and B may be modified by agreement of the parties, in writing, signed by the persons designated herein to receive notices, or their successors or designees, without the need to amend this Agreement.

J. Attorney Fees and Expenses

Should any party institute legal proceedings 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. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

K. 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.

L. Venue

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

M. Counterparts

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

N. 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 the Parish to fulfill the requirements of the Agreement. If the Parish, 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.

O. Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by the Parish under the Agreement shall be that which is the amount budgeted by the Parish 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 the Parish 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.

P. Amendment

This Agreement shall be amended only with the express written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives date(s) set forth below.

PARISH OF LAFAYETTE

BROUSSARD FIRE DEPARTMENT

By: _____
Monique B. Boulet,
Lafayette Mayor-President

By: _____
Ray Bourque,
Broussard Mayor

Date: _____

Date: _____

EXHIBIT A

Attach Lafayette Parish Map with Fire Districts

EXHIBIT B

Equipment Provided by the Parish to the Department:

<u>Description</u>	<u>Quantity</u>
2003 Ferrara Tanker-Parish Property No. 4190-0004	1
Vertex Standard Portable Radio, Model VX-231-DO-5	40

RESOLUTION NO.: 786-24

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE EXISTING CONTRACT WITH AGREEMENT WITH
ACADIAN AMBULANCE SERVICES**

WHEREAS, effective February 1, 2020, the City of Broussard entered into a contract with Acadian Ambulance Service, Inc. for provision of emergency ambulance services; and

WHEREAS, the contract with Acadian Ambulance Service, Inc. was previously extended by amendment and expired on January 31, 2024; and

WHEREAS, it is in the best interest of the City of Broussard to reinstate and extend the contract by further amendment;

THEREFORE, BE IT RESOLVED by the City Council of the City of Broussard, Louisiana that the City of Broussard reinstate and amend its contract with Acadian Ambulance Service, Inc. to provided for a term of February 1, 2024 to January 31, 2027.

BE IT FURTHER RESOLVED that the Mayor is authorized to negotiate and execute said contract which shall contain such terms and conditions as he deems appropriate.

And this Resolution was submitted to a vote on the 9th day of April, 2024, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Resolution was declared adopted this, the 9th day of April, 2024.

RAY BOURQUE, Mayor

TINA EMERT, City Clerk

CERTIFICATION

I, TINA EMERT, the duly qualified and appointed Clerk of the City of Broussard, State of Louisiana do hereby certify that the above and foregoing Resolution is a true and correct copy from the minutes of the regular meeting of the Mayor and City Council of the City of Broussard, Louisiana, held on the 9th day of April, 2024.

THUS DONE AND SIGNED in Broussard, Louisiana, on this the ___ day of _____,
2024.

TINA EMERT
City Clerk, City of Broussard

**FIRST AMENDMENT TO CONTRACT FOR EMERGENCY
AND NON-EMERGENCY AMBULANCE SERVICES
FOR THE CITY OF BROUSSARD**

THIS FIRST AMENDMENT TO CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES FOR CITY OF BROUSSARD ("Amendment") is made and entered into as of this 25th day of January, 2024, or the execution of this Amendment by both parties; by and between, **City of Broussard** ("City" or "Service Area") and **Acadian Ambulance Service, Inc.** ("Acadian" or "Provider").

RECITALS

A. City and Provider entered into to that certain Contract for Emergency and Non-Emergency Ambulance Services (the "Agreement") effective February 1, 2020; and

B. City and Provider agreed to extend the Agreement for a three (3) year term in a letter dated November 2, 2020, effective February 1, 2021 through January 31, 2024; and

C. City and Provider desire to amend the terms of the Agreement as set forth herein below.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration the receipt of which is acknowledged by the parties, City and Provider agree to amend the Agreement as follows:

1. Article III TERM. City and Provider mutually agree to renew the Agreement for an additional term of three (3) years beginning February 1, 2024 and ending on January 31, 2027.

3. Article IV. d. Emergency Medical Technicians. The following provisions of Article IV. d. are hereby amended to read as follows:

1. All ambulance transports originating in or from the geographical boundaries of the Service Area shall be provided with a unit qualified at an appropriate level of service for the request and whose crew shall be in compliance with State and Federal requirements.

2. No person shall provide services in any capacity on an emergency medical response vehicle unless he is in compliance with State and Federal requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

3.b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1133, et. seq.

3.c.2. The driver is in compliance with State, and Federal requirements.

3. Article IV. g.1. This section shall be deleted in its entirety and replaced with the following:

Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall also be allowed to increase charges for ancillaries at the then current market rate. Upon request, Provider shall submit a schedule of updated rates to the Parish for review. To the extent the Parish, upon review, believes the rates are inconsistent with the authority of Provider contained herein the Parish shall have 15 days to object and provide the reason for its objection. If written objection is not presented within 15 days along with evidence that the Provider has exceeded its authority contained herein, the rates will be deemed set and approved and become effective on the 16th day. During each year of this Agreement, Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates for that year, except as allowed for herein or as approved by the Parish. A statement of said fees for the initial year of this Agreement is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. In addition to the foregoing, Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added without the need for approval by the Parish. Additionally, Provider shall be allowed to institute a change in rate structure and/or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Parish Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.

4. Article X.1. Force Majeure. This section shall be deleted in its entirety and replaced with the following:

Provider's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God, including but not limited to severe weather conditions, which in the sole discretion of Provider, would put provider's employees in harm's way; acts of war, riot, accident, flood or sabotage; pandemic, Catastrophic Event; unavailability of adequate staff or fuel, power, labor or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

5. General. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures to follow.]

CITY OF BROUSSARD

ACADIAN AMBULANCE SERVICE, INC.

By: _____

By: _____

Name: Ray Bourque

Name: Troy A. Guidry

Title: Mayor

Title: Regional Vice President

Date: _____

Date: _____

ORDINANCE NO: 24-793

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, TO AMEND THE 2023-2024 OPERATING BUDGET OF REVENUES
AND EXPENDITURES TO INCREASE AUTHORIZED
EXPENDITURES TO MODEL CURRENT AND FUTURE WATER WELLS BY GHD**

The City Council for the City of Broussard, Louisiana, meeting in regular session on the 23rd day of April, 2024 with a quorum being present, adopted the following Ordinance.

WHEREAS, the welfare of the citizens of the City of Broussard, Louisiana would best be served to model current and future water wells by GHD; and

WHEREAS, the Broussard City Council desires to amend the 2023/2024 Operating Budget of Revenues and Expenditures to authorize expenditures to model current and future water wells by GHD; and

THEREFORE, BE IT ORDAINED by the City Council of the City of Broussard, Louisiana, that the 2023/2024 Operating Budget of Revenues and Expenditures be amended to increase authorize expenditures by \$20,000 to model current and future water wells by GHD; and

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to take such further action as is necessary in his opinion to carry out models current and future water wells by GHD;

And this matter was submitted to a vote, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Ordinance was adopted by the City Council for the City of Broussard on this, the 23rd of April, 2024.

TINA EMERT, City Clerk

RAY BOURQUE, Mayor

ORDINANCE NO: 24-794

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROUSSARD,
LOUISIANA, TO AMEND THE 2023-2024 OPERATING BUDGET OF REVENUES
AND EXPENDITURES TO INCREASE AUTHORIZED
EXPENDITURES FOR NEW EQUIPMENT FOR THE BROUSSARD FIRE
DEPARTMENT**

The City Council for the City of Broussard, Louisiana, meeting in regular session on the 23rd day of April, 2024 with a quorum being present, adopted the following Ordinance.

WHEREAS, the welfare of the citizens of the City of Broussard, Louisiana would best be served by providing certain new equipment for the Broussard Fire Department; and

WHEREAS, the Broussard City Council desires to amend the 2023/2024 Operating Budget of Revenues and Expenditures to authorize expenditures for equipment requested by the Broussard Fire Department.

THEREFORE, BE IT ORDAINED by the City Council of the City of Broussard, Louisiana, that the 2023/2024 Operating Budget of Revenues and Expenditures be amended to increase authorize expenditures by \$62,500.00 for new equipment, including \$50,000.00 for equipment to support the new tanker, and \$12,500.00 for new radios to be paid out of St. Martin Parish Fuinds; and

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to take such further action as is necessary in his opinion to carry out the purchase of said equipment.

And this matter was submitted to a vote, and the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTENTION:

And this Ordinance was adopted by the City Council for the City of Broussard on this, the
23rd of April, 2024.

TINA EMERT, City Clerk

RAY BOURQUE, Mayor