

PARISH ORDINANCE NO. PO-022-2024

AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS, YOUTH SERVICES, OFFICE OF JUVENILE JUSTICE AND THE PARISH OF LAFAYETTE

BE IT ORDAINED by the Lafayette Parish Council, that:

WHEREAS, the Office of Juvenile Justice (herein "OJJ") is a Louisiana state agency tasked with custody and supervision of juveniles adjudicated delinquent and families in need of services; and

WHEREAS, OJJ has collaborated with Lafayette Juvenile Justice Stakeholders to create a Louisiana Multi-Agency Resource Center (herein "LaMARC"), whose mission is for area agencies and organizations to provide services and referrals to those services all under one roof, for the purpose of diverting at-risk youth from the juvenile justice system to community-based programming; and

WHEREAS, the Parish of Lafayette (herein "LCG") and OJJ each have common responsibilities, goals and objectives concerning the juvenile justice system; and

WHEREAS, OJJ is in need of office space for LaMARC; and

WHEREAS, the Parish of Lafayette currently owns certain immovable property located at 2100 Jefferson Street, Lafayette, Louisiana 70501; and

WHEREAS, a portion of the building, known as the War Memorial Building, located at 2100 Jefferson Street, Lafayette, Louisiana 70501, consisting of 8,719 square feet within Building A, as more particularly identified in Exhibit A, attached hereto, (herein sometimes the "Premises") is currently vacant, and can be used by LaMARC in consideration of the services that will be provided by LaMARC to the juvenile justice system and the Parish of Lafayette; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual;" and

WHEREAS, to promote the public health, safety, and welfare of the Parish of Lafayette, LCG desires to enter into a Cooperative Endeavor Agreement (herein the "Agreement") with OJJ to set forth the responsibilities and obligations of the parties in connection with OJJ's use of the Premises for LaMARC; and

WHEREAS, for the general welfare of the citizens of the Parish of Lafayette, the Lafayette Parish Council desires to authorize the execution of the Agreement with OJJ.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette Parish Council,
that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Parish Council hereby authorizes and directs the Lafayette Mayor-President to execute the Cooperative Endeavor Agreement with the Louisiana Department of Public Safety & Corrections, Youth Services, Office of Juvenile Justice concerning its use of the Premises identified in Exhibit A for LaMARC, in substantially the same form as attached hereto. The Lafayette Parish Council hereby further authorizes and directs the Lafayette Mayor-President to execute any and all other documents associated therewith.

SECTION 3: The Lafayette Parish Council hereby further authorizes the Lafayette Mayor-President to take any and all other action in connection with the Agreement in carrying out the intent of this ordinance.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
STATE OF LOUISIANA DEPARTMENT OF PUBLIC SAFETY
& CORRECTIONS, YOUTH SERVICES, OFFICE OF
JUVENILE JUSTICE AND PARISH OF LAFAYETTE**

In consideration of the mutual covenants contained herein, the State of Louisiana Department of Public Safety & Corrections, Youth Services, Office of Juvenile Justice (herein "OJJ") and the Parish of Lafayette (herein "LCG") (collectively "the Parties") agree to enter into the following Cooperative Endeavor Agreement (herein "the Agreement") and jointly covenant as follows:

WITNESSETH:

WHEREAS, OJJ is a Louisiana state agency tasked with custody and supervision of juveniles adjudicated delinquent and families in need of services.

WHEREAS, OJJ has collaborated with Lafayette Juvenile Justice Stakeholders to create a Louisiana Multi-Agency Resource Center (herein "LaMARC"), whose mission is for area agencies and organizations to provide services and referrals to those services all under one roof, for the purpose of diverting at-risk youth from the juvenile justice system to community-based programming.

WHEREAS, LCG and OJJ each have common responsibilities, goals and objectives concerning the juvenile justice system.

WHEREAS, OJJ is in need of office space for LaMARC.

WHEREAS, the Parish of Lafayette currently owns certain immovable property located at 2100 Jefferson Street, Lafayette, Louisiana 70501.

WHEREAS, a portion of the building, known as the War Memorial Building, located at 2100 Jefferson Street, Lafayette, Louisiana 70501, consisting of 8,719 square feet of office space within Building A, as more particularly identified in Exhibit A, attached hereto, (herein sometimes the "Premises") is currently vacant, and can be used by LaMARC in consideration of the services that will be provided by LaMARC to the juvenile justice system and the Parish of Lafayette.

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual."

WHEREAS, to promote the public health, safety, and welfare of the Parish of Lafayette, LCG desires to enter into this Agreement with OJJ to set forth the responsibilities and obligations of the parties in connection with OJJ's use of the premises for LaMARC.

WHEREAS, LCG has reasonable expectations of receiving benefits or value from this Agreement that is equivalent to or greater than the consideration described in this Agreement.

WHEREAS, the 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:

1. LCG COVENANTS

1.1 Subject to the terms and conditions herein set forth, LCG, for and in consideration of the benefits provided by LaMARC hereby grants OJJ occupancy of the Premises for use by LaMARC as a resource center.

1.2 LCG shall be responsible for the maintenance and repair of the Premises.

1.3 LCG shall be responsible for the payment of the utilities that are associated with the Premises.

1.4 LCG shall provide for all janitorial services necessary for the Premises.

2. OJJ COVENANTS

2.1 In consideration for the use of the Premises, OJJ agrees to be responsible for all expenses associated with minor improvements of the Premises. Furthermore, the OJJ's use of the Premises for the operation of LaMARC shall provide within one facility the services and resources necessary to divert at-risk youth from the juvenile justice system to community-based programming within Lafayette Parish. Use of the resources provided by LaMARC shall result in the needs of each juvenile being addressed and determined and shall reduce the length of time a juvenile must wait for access to community services.

2.2 OJJ agrees to keep the Premises and improvements thereon in good, habitable, and tenantable condition. The Premises shall be used exclusively by LaMARC as office space for a resource center. Neither the Premises nor any of the facility improvements thereon shall be used for any other function.

2.3 OJJ shall exercise due care in its use and occupancy of the Premises and shall not commit or allow waste to be committed on any portion of the Premises; and at the expiration or earlier termination of this Agreement, OJJ shall deliver the Premises to LCG in as good condition as the Premises were at the inception of the Agreement, ordinary wear and tear and acts of God and condemnation excepted.

2.4 OJJ shall not use any portion of the Premises for any purpose that is unlawful or in violation of any laws nor for any purpose that tends to injure or depreciate the property. OJJ warrants that the operation of the Premises shall be performed in compliance with the applicable building and zoning codes and other laws, regulations, or ordinances of any authority having jurisdiction over the Premises.

3. DURATION, NOTICE, & TERMINATION

3.1 The term of this Agreement shall be for one (1) year commencing on the Effective Date and ending May 2, 2025 (herein the "Base Term").

3.2 The Agreement may be renewed upon the written mutual agreement of LCG and OJJ, for three (3), one (1) year renewal terms (herein the "Renewal Term"), provided that such is agreed to in writing, at least sixty (60) days before the end of the Base Term and each Renewal Term. All other terms and conditions of this Agreement shall remain the same during any Renewal Term unless stated otherwise herein.

3.3 This Agreement shall be effective as of 2nd day of May, 2024 (herein the "Effective Date").

3.4 If the OJJ fails to keep the Premises in good, habitable, and tenantable condition, LCG may terminate the Agreement for cause giving thirty (30) days written notice. Cause shall include, but is not limited to, failure of OJJ, after written demand, to timely report maintenance issues to LCG.

3.5 Either party has the right to cancel this Agreement due to budgetary reductions or changes in funding priorities of LCG and OJJ by giving sixty (60) days' written notice.

3.6 Upon termination of this Agreement, LCG reserves the right to request copies of any records, reports or any other materials related to this Agreement or any portion thereof.

4. NONASSIGNABILITY

Neither OJJ nor LCG shall assign or transfer any interest in this Agreement without prior consent of the other party. No modification of this Agreement shall be binding upon the parties hereto, unless consent is given, in writing, by both parties as represented by the identified main contact below.

5. PUBLIC RECORDS AND CONFIDENTIALITY

OJJ and LCG shall comply with all provisions of the Louisiana Public Records Law and make records pertaining to this Agreement available for public inspection upon request, unless otherwise exempt under other provisions of the Louisiana Public Records Law.

OJJ and LCG shall comply with Federal and State laws and regulations regarding confidentiality of juvenile information, it has knowledge of as a result of its performance and involvement in the functions contained herein.

6. INDEMNIFICATION

As allowed by Louisiana law, OJJ and LCG shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement.

In addition, the OJJ shall defend, indemnify, and hold LCG harmless from and against all claims, liability, loss and expense including reasonable costs, collection expenses, attorney's fees and court costs, which may arise because of any event that occurs causing injury to any third party while on the Premises.

7. INSURANCE

OJJ shall be fully responsible for all personal property placed, stored, or located on or about the Premises. LCG shall not be responsible for any harm to any property belonging to the OJJ as a result of fire, theft, burglary, riots, loss, or acts of public authorities, act of nature, or of any other circumstances.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed by the laws of the State of Louisiana now in force and as hereafter amended from time to time. All parties agree that the venue for any litigation resulting from this Agreement is the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

9. AMENDMENTS AND MODIFICATIONS

This Agreement may be amended during the term of the Agreement by written agreement executed by the Parties hereto.

10. BUSINESS & CONTACT INFORMATION

Unless otherwise provided in writing by the Parties, 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, at address as set forth below:

LCG Primary Contact for this project:

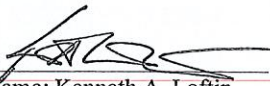
Monique B. Boulet, Lafayette Mayor-President
P.O. Box 4017-C
Lafayette, LA 70502

OJJ Primary Contact for this project:

Jason Starnes, Undersecretary
Youth Services, Office of Juvenile Justice
P.O.Box 66458
Baton Rouge, LA 70896 (225) 287-7900

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies, has signed this Agreement, indicating agreement with the stipulations within. Additionally, signatures indicate approval of the proposed information sharing within guidelines presented within this agreement.

On behalf of the State of Louisiana, Department of Public Safety & Corrections, Youth Services, Office of Juvenile Justice.

Signature: 
Printed Name: Kenneth A. Loftin
Title: Deputy Secretary for Youth Services

Date: 5-2-24

On behalf of the State of Louisiana, Division of Administration:

Signature: _____
Printed Name: _____
Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned being duly authorized by the Parish of Lafayette, has signed this Agreement, on the date set forth below.

On behalf of the Parish of Lafayette:

Signature: _____
Printed Name: Monique B. Boulet
Title: Lafayette Mayor-President

Date: _____

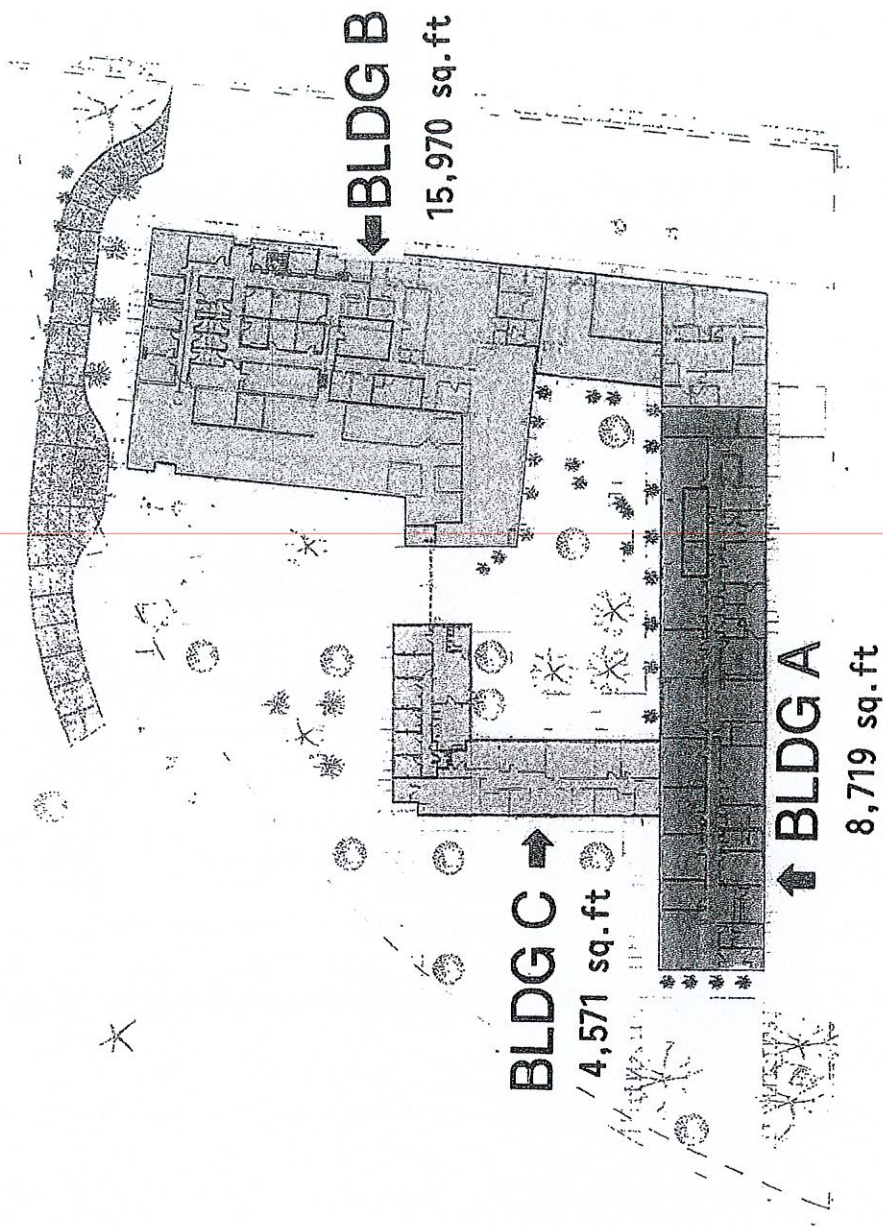


Exhibit A



**Internal Memorandum
Mayor President's Office (1200)**

TO: Rachel Godeaux

DATE: May 6, 2024

FROM: Christina Dayries

SUBJECT: Parish Ordinance for Cooperative Endeavor Agreement with the Louisiana Department of Public Safety and Corrections, Office of Juvenile Justice Services

Attached for consideration by the Lafayette Parish Council is a proposed Ordinance authorizing the Mayor-President to enter into a Cooperative Endeavor Agreement with the Louisiana Department of Public Safety and Corrections, Office of Juvenile Justice Services.

Please submit this ordinance for introduction at the Council meeting on May 21, 2024 with final adoption on June 4, 2024.

Thank you,

A handwritten signature in blue ink, appearing to read "CD", is written over a horizontal line.

Christina Dayries
Chief of Staff

RECEIVED

MAY 06 2024

Lafayette Consolidated Government
Chief Administrative Office

**LAFAYETTE PARISH COUNCIL MEETING
AGENDA ITEM SUBMITTAL FORM**

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Parish of Lafayette authorizing the Lafayette Mayor-President to execute a Cooperative Endeavor Agreement with the Louisiana Department of Public Safety & Corrections, Youth Services, Office of Juvenile Justice and Parish of Lafayette

2) **ACTION REQUESTED:** Adoption of ordinance

3) **COUNCIL DISTRICT(S) (if applicable):** _____

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** May 21, 2024

B) **FINAL ADOPTION:** June 4, 2024

5) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Internal Memorandum (1 page)

B) Submittal (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreement (4 pages)

E) Map (1)

6) **FISCAL IMPACT:**

Fiscal Impact

No Fiscal Impact

RECOMMENDED BY:



CHRISTINA DAYRIES
CHIEF OF STAFF

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER