

**PARISH ORDINANCE NO. PO-024-2025**

**AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE UNIVERSITY OF LOUISIANA AT LAFAYETTE AND LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT TO PROVIDE FOR THE USE OF STUDENT IDENTIFICATION CARDS AS LIBRARY CARDS WITHIN THE LAFAYETTE PUBLIC LIBRARY SYSTEM**

**BE IT ORDAINED** by the Lafayette Parish Council, that:

**WHEREAS**, the University of Louisiana at Lafayette (the "University") issues to each of its students a student identification card ("Cajun Card"); and

**WHEREAS**, Lafayette City-Parish Consolidated Government ("LCG"), through the Lafayette Public Library System ("LPLS"), has the technology and wherewithal to accept Cajun Cards as library cards; and

**WHEREAS**, allowing Cajun Cards to be used as library cards will further the mission of the LPLS, which is to enhance the quality of life of residents of Lafayette Parish by providing access to high-quality, cost-effective library services that meet the needs and expectations of the community and to provide opportunities for life-long learning in accordance with this community's standards; and

**WHEREAS**, by allowing Cajun Cards to be used as library cards, the University will promote its mission and allocate resources in a way that actualizes the University's core values of sustainability and intellectual curiosity; and

**WHEREAS**, LCG, through the LPLS desires to enter into an Interagency Agreement with the University to accept Cajun Cards as library cards.

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

**SECTION 1:** All of the aforesaid "Whereas" clauses are adopted as part of this ordinance.

**SECTION 2:** The following synopsis summarizes the agreement by and between LCG and the University:

Participants:

LCG and the University

Purpose:

The purpose of the agreement is to allow University students to use their Cajun Cards as library cards.

Funds and/or services provided by LCG:

LCG agrees to accept Cajun Cards from University students in lieu of a library card and to protect the confidentiality and security of all personally identifiable information provided to LCG in connection therewith.

Funds and/or services provided by the University:

The University will provide LCG the data that allows Cajun Cards to function as library cards.

Jurisdiction Issues:

N/A

Benefits to LCG:

The program will make it easier for University students to avail themselves of library services, thereby increasing library patronage, all in furtherance of the mission of the LPLS.

Timeframe:

The agreement shall commence upon execution by the parties and the termination date shall be the date in which construction of the Project is complete and all payments pursuant to the agreement have been made.

**SECTION 3:** The Lafayette Mayor-President is authorized to execute an Interagency Agreement, substantially in the form as is attached hereto, and made a part hereof. The Lafayette Mayor-President is further authorized to execute any and all other documents and take any and all other actions in connection therewith.

**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.

\* \* \* \* \*

**Interagency Agreement  
between  
University of Louisiana at Lafayette  
and  
Lafayette City-Parish Consolidated Government**

This Interagency Agreement (the "**Agreement**") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**") by and between the University of Louisiana at Lafayette (the "**University**") and the Lafayette City-Parish Consolidated Government ("**LCG**"). The University and LCG may each be referred to herein individually as the "**Party**" and collectively as the "**Parties**."

WHEREAS, the University and LCG desire to work together in order to provide Lafayette Public Library System ("**LPLS**") materials and services to current University students at no cost to the students or the University (the "**Purpose**");

WHEREAS, the University issues to each of its students a student identification card ("**Cajun Card**"), which includes personally identifiable information ("**PII**"), including the full name of the student, the student's Cajun Card number, the mailing address, and email address of the student, the phone number of the student, the classification of the student (*i.e.*, graduate, student, etc.), and the Cajun Card access expiration date;

WHEREAS, in order to accomplish the Purpose, the University will provide to and entrust in LPLS, as an agency of LCG, the PII found upon the Cajun Cards for all current students;

WHEREAS, LCG, through LPLS, shall protect such PII pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("**FERPA**") and the terms of this Agreement;

WHEREAS, pursuant to FERPA, LCG, through LPLS, shall act as a legal agent (*i.e.*, "school official") of the PII and shall adhere to all of the requirements of FERPA;

WHEREAS, by providing PII to LPLS, through LPLS, the University shall promote its mission, as well as allocate resources in a way that actualizes the University's core values of sustainability and intellectual curiosity;

WHEREAS, LCG, through LPLS, shall treat each Cajun Card presented to it as if it were a library card and allow University students to use LPLS materials and services at no cost; and

WHEREAS, by accepting University students' Cajun Cards in lieu of a library card, LCG, through LPLS, conserves University resources, allowing the University to provide additional materials that may be of interest to its students and increase the University's students' ability to pursue knowledge and its inherent value.

NOW, THEREFORE, in consideration of the foregoing mutual promises contained herein, the parties agree as follows:

**I. SECURITY**

- a. LCG acknowledges that the PII submitted by the University to LCG, through LPLS, is confidential information and shall only be used for the Purpose.
- b. LCG shall not collect, access, store, copy, analyze, monitor, disclose, transfer, or otherwise use the PII provided to it by the University except as necessary to perform under the Purpose of this Agreement or as authorized by the data subject or in accordance with law. LCG shall comply fully with all applicable federal and state privacy and data protection laws, including but not limited to FERPA, as well as all other applicable regulations and directives relating to PII and data privacy with respect to any such data. LCG shall protect all PII and the privacy and legal rights of the University's students, alumni, employees, visitors, guests, projects, transactions, clients, and customers.
- c. LCG shall implement appropriate measures designed to ensure the confidentiality and security of PII and protect against any anticipated access or disclosure of PII in LCG's custody. LCG will only keep data for current University faculty, staff and students.
- d. LCG shall implement appropriate measures so that all PII is protected at a level that only those LCG employees who are authorized to view the PII are allowed access (i.e., secure passwords, encryption, etc.).
- e. LCG shall implement various forms of authentication to establish the identity of the requester of the PII with a level of certainty that is commensurate with the sensitivity of the data.
- f. LCG agrees that any and all PII will be stored, processed, and maintained solely on designated servers and that no University data at any time will be processed on or transferred to any unencrypted portable or laptop computing device or any portable storage medium unless that storage medium is in use as part of LCG's designated storage, backup, or recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by the University's duly authorized representative. LCG will purge University faculty, staff and student data each summer to eliminate inactive accounts, an exception being that any University users who still have LPLS materials charged to their cards will be retained until such materials are returned.
- g. LCG shall ensure that PII shall not be distributed, repurposed, or shared across other applications or business units of LCG.
- h. As required by Federal and State law, LCG further agrees that no PII or confidential data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other third parties, entities, or interested parties, except as otherwise provided for in the Agreement.
- i. Failure to comply with this Section I will result in the immediate termination of this Agreement and LCG will be ineligible to receive any University student

information, including but not limited to the PII, for a period of not less than five (5) years.

## **II. PERMITTED DISCLOSURE**

- a. LCG shall only disclose PII to its authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to LCG.
- b. All such confidentiality obligations shall survive for the term of this Agreement with LCG, or for so long as the PII remains confidential, whichever is longer and will inure to the benefit of the University.

## **III. SECURITY BREACH**

- a. LCG shall comply with the Louisiana Database Breach Notification Law (La. R.S. 51:3071 et seq.) and all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other events requiring notification.
- b. LCG shall have an established and clear security breach response plan outlining organizational policies and procedures for addressing a breach, which is an essential step in protecting the privacy of PII. A "security breach" is any instance in which there is an unauthorized release or access of PII or other information not suitable for public release.
- c. In the event of a security breach of any of LCG's security obligations or other event requiring notification under applicable law, LCG agrees to notify the University promptly, regardless of whether or not the breach has been resolved.
- d. In the event of a security breach, LCG shall take all reasonable steps and use best efforts to immediately remedy any security breach of the data described herein and prevent any further security breach at LCG's expense in accordance with applicable privacy rights, laws, regulations, and standards. The Parties shall cooperate with one another in providing notifications to individuals affected by any security breach. LCG shall reimburse the University for actual costs incurred by the University in responding to and mitigating damages caused by any security breach, including all costs of notice and/or remediation. LCG agrees to cooperate at its own expense with the University in any litigation or other formal action deemed necessary by the University to protect its rights relating to the use, disclosure, protection, and maintenance of PII.

## **IV. TERM & TERMINATION**

- a. The term of this Agreement is for a period of five (5) years, commencing on Effective Date.

- b. This Agreement may be terminated at any time without cause by either Party giving written notice at least thirty (30) days' prior to the effective date of such termination.
- c. Upon termination of this Agreement, LCG shall return all PII to the University in a useable electronic form, and erase, destroy, and render unreadable all PII in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the written request of a duly authorized representative of the University, whichever occurs first. Nothing in this paragraph shall be construed to obligate LCG to delete, destroy, or modify any servers, storage, data, backup or other media maintained pursuant to automated data archival processes.

## V. INDEMNIFICATION, GOVERNING LAW, AND DISPUTES

- a. This Agreement and all claims arising out of or relating to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the state of Louisiana, without regard to conflicts of laws principles.
- b. The University shall indemnify and hold LCG harmless from and against all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) allegedly caused by, or resulting from the actions, omissions or conduct of the University, or any student, faculty, or employee. LPLS shall indemnify and hold the University harmless from and against all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) allegedly caused by, or resulting from the actions, omissions or conduct of LCG, or any employee, agent, or assign. LPLS further agrees to indemnify and hold the University harmless for any loss, cost, damage, or expense suffered by the University as a direct result of LCG's failure to comply with the requirement not to release PII, except for the sole Purpose as stated herein.
- c. The Parties acknowledge that unauthorized disclosure or use of the PII may irreparably damage the University in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any PII shall give the University and LCG the right to seek injunctive relief restraining such unauthorized disclosure of use, in addition to any other remedy otherwise available including reasonable attorney fees. Both Parties hereby waive the posting of a bond with respect to any action for injunctive relief.

## VI. MISCELLANEOUS TERMS

- a. This Agreement contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral

or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.

- b. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all Parties.
- c. Any notice required or permitted under this Agreement shall be deemed to have been duly delivered when made in writing and emailed or mailed by certified United States mail with postage prepaid and return receipt requested to the intended recipient at the address set forth for that Party below:

If to LCG:

Attn: Danny Gillane  
Library Director  
Lafayette Public Library System  
301 W. Congress St.  
Lafayette, LA 70502  
Phone: (337) 261-5781  
Email: danny.gillane@lafayettepubliclibrary.org

With a copy to:

Attn: City-Parish Attorney  
Lafayette City-Parish Consolidated Government  
705 West University Avenue  
Lafayette, LA 70506  
Phone: (337) 291-8015

If to the University:

Attn: Susan Richard  
Associate Dean, University Libraries  
University of Louisiana at Lafayette  
400 E. St. Mary Blvd.  
Lafayette, LA 70503  
Phone: (337) 482-6396  
Email: susan.richard@louisiana.edu

- d. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.
- e. No failure by either Party hereto at any time to give notice of any breach by the other party or to require compliance with any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In accordance with La. R.S. § 9:2605B(1) and (2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**UNIVERSITY OF LOUISIANA AT LAFAYETTE**

\_\_\_\_\_  
Dr. E. Joseph Savoie, President

\_\_\_\_\_  
Date

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
Monique B. Boulet, Mayor-President

\_\_\_\_\_  
Date



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

- 1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette Parish Council authorizing the Lafayette Mayor-President to execute an Interagency Agreement between South Louisiana Community College and Lafayette City-Parish Consolidated Government to provide for the use of student identification cards as library cards within the Lafayette Public Library System  
\_\_\_\_\_
- 2) **ACTION REQUESTED:** Adoption of ordinance \_\_\_\_\_
- 3) **REQUESTED ACTION OF LAFAYETTE PARISH COUNCIL:**  
A) INTRODUCTION: June 17, 2025  
B) FINAL ADOPTION: July 1, 2025
- 4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**  
A) Ordinance (2 pages)  
B) Interagency Agreement (6 pages)  
C) Memo (1 page)  
D) Submittal Form (1 page)
- 5) **FISCAL IMPACT:**  
\_\_\_\_\_ Fiscal Impact (Explain)  
  
\_\_\_\_\_  No Fiscal Impact

AUTHORED BY:

  
\_\_\_\_\_  
STUART R. BREAUX  
ASSISTANT CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:

  
\_\_\_\_\_  
RACHEL GODEAUX  
CHIEF ADMINISTRATIVE OFFICER