15.

PARISH ORDINANCE NO. PO-040-2026

AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE TOWN OF VIDALIA TO COLLABORATE IN EMERGENCY SHELTERING DURING DECLARATIONS OF EMERGENCY

BE IT ORDAINED by the Lafayette Parish Council, that:

WHEREAS, the Town of Vidalia ("Town"), is a political subdivision of the State of Louisiana; and

WHEREAS, the Parish of Lafayette (the "Parish"), through its Office of Homeland Security and Emergency Preparedness, and Town (collectively, the "Parties") desire to establish a working relationship between the Parish and Town in preparing for and responding to declarations of emergency; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, "for 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, La. R.S. 33:1324 et seq., provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, the Parish, through its Mayor-President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of Lafayette Parish; and

WHEREAS, the Parish desires to enter into a Cooperative Endeavor Agreement with the Town that grants to the Parish the right to use the Vidalia Conference and Convention Center as an emergency shelter in the event of a mandatory evacuation of Lafayette Parish; and

WHEREAS, the Parish and the Town find that entering into this Agreement will serve a public safety purpose and have a public benefit.

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

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

SECTION 2: The Lafayette Mayor-President is hereby authorized to enter into the Cooperative Endeavor Agreement, substantially in the form as is attached hereto, and made a part hereof. The Lafayette Mayor-President is further authorized to sign any and all other documents in connection with the Cooperative Endeavor Agreement.

SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 4: 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.

* * * * *

Lafayette
CONSOLIDATED GOVERNMENT

Office of Finance and Management
Controller

August 10, 2026

City of Vidalia, Louisiana
Attn: Mayor Buz Craft
112 Front St.
Vidalia, LA 71373

RE: Self-Insurance Confirmation

Please be advised that the Lafayette City-Parish Consolidated Government (LCG) is self-insured for Workers' Compensation, General Liability, and Auto Liability. Lafayette City-Parish Consolidated Government Risk Management will be responsible for all claims for the Lafayette City-Parish Consolidated Government.

Any claims should be directed to the attention of:

Lafayette City-Parish Consolidated Government
Risk Management Division
Risk & Insurance Manager
P.O. Box 4017-C
Lafayette, LA 70502-4017

If you have any questions or need additional information, please contact me at (337) 291-8096.

Sincerely,

Spencer Lormand

Spencer B. Lormand, CPA, MBA
Controller

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE PARISH OF LAFAYETTE
AND TOWN OF VIDALIA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that, on the dates and at the places below mentioned and in the presence of the undersigned authorities, Notaries Public, in and for their respective jurisdictions, and in the presence of the undersigned competent witnesses, came and appeared:

> **PARISH OF LAFAYETTE,** a political subdivision of the State of Louisiana, herein represented by its Mayor-President, Monique B. Boulet, pursuant to the authority granted by Parish Ordinance No. PO-____-2026 (hereinafter referred to as "Parish");
>
> And
>
> **TOWN OF VIDALIA,** a political subdivision of the State of Louisiana, herein represented by its Mayor "Buz" Craft, (hereinafter referred to as "Town"),

(individually "Party" and collectively "Parties"), who, having been duly sworn, enter into this Cooperative Endeavor Agreement (herein "Agreement") subject to the following terms and conditions:

WITNESSETH

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, La. R.S. 33:1324 *et seq.,* provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, the Parish, through its Mayor-President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of Lafayette Parish; and

WHEREAS, the Parish and the Town wish to memorialize an agreement to grant to the Parish the right to use the Vidalia Conference and Convention Center (the "Town Facility") as an emergency shelter in the event of a mandatory evacuation of Lafayette Parish; and

WHEREAS, the Parish and the Town find that entering into this Agreement will serve a public safety purpose and have a public benefit.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties, that:

1. Town Responsibilities

Upon declaration of a public emergency and mandatory evacuation in Lafayette Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of America (a/k/a Gulf of Mexico), or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Lafayette Parish, the Town grants to the Parish the right to use the following Town Facility as necessary to provide shelter for Lafayette Parish evacuees up to the maximum stated capacity for each "Shelter Type" contained in Addendum No. 1, subject to any additional capacity increases, limitations, or determinations established by the Louisiana State Fire Marshal.

A. Vidalia Conference and Convention Center
112 Front Street
Vidalia, LA 71373

The fees for the use of the Town Facility are set forth in Addendum No. 2 to this Agreement.

2. LCG Responsibilities

If a public emergency and evacuation is declared in Lafayette Parish and the Parish intends to exercise its right of use under this Agreement as a result of a Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Lafayette Parish, the Mayor President, or her designee, shall provide at least 48-hours' notice to the Town prior to the arrival of any Lafayette Parish evacuees at the Town Facility. The Mayor-President, or her designee, shall contact the Vidalia Mayor's Office at (318) 336-5206, and the Vidalia Conference and Convention Center Director at (318) 336-9934 to provide such 48-hour notice. The Mayor-President, or her designee, shall inform the Town of: the date of the declaration and evacuation order, and provide a copy of said order; the expected number of Lafayette Parish evacuees that will be traveling to the Town; an estimate of the allowable household pets accompanying the evacuees; which areas will be needed for use; and an estimate of the period of time the Town Facility is expected to be needed, which shall be updated every three days.

3. Consideration and Payment

The Town shall not be responsible for nor be held liable for the expenses involved in providing the use of the Town Facility to the Parish. The Parish shall be solely responsible for all expenses incurred in using the Town Facility and shall be required to reimburse the Town for the actual cost of any materials, supplies, or equipment belonging to the Town that are used or consumed during the period that the Town Facility is being used by the Parish under this Agreement. The Parish also accepts responsibility for and agrees to indemnify and reimburse the Town for all damages to the Town Facility caused by or attributable to the Parish's use of the Town Facility and the actual cost of all necessary repairs for such damage.

The Parish is solely responsible for the safety, security, and care of Lafayette Parish evacuees sheltering in the Town Facility and shall be solely responsible for securing, providing, and the cost of all necessary food, toiletries, clothing, supplies, first aid or medical supplies, transportation, and all other necessary items for the care of Lafayette Parish evacuees. The Town may, at its sole option and upon request by the Parish, provide items from the Town's inventories or stores to assist with the care of Lafayette Parish evacuees, but the Parish shall be required to reimburse the Town for the actual cost of any materials, supplies, or equipment belonging to the Town that are used or consumed during the period that the Town Facility is being used by the Parish under this Agreement.

Access to the Town Facility shall be provided by the Town of Vidalia, who may appoint a designee(s) to unlock, monitor, and oversee the use of the Town Facility by the Parish under this agreement. The Parish shall be responsible for overtime pay for all reasonable, required overtime for Town employees necessary for proper operation of the shelter during the Parish's use of the Town Facility, including but not limited to employees from the Town's Administration, Police Department, Fire Department, and Public Works Departments. The Parish shall also be responsible for the payment, including overtime, of security staff from the Town of Vidalia Police Department which is deemed necessary by the Police Chief of the Town of Vidalia. The Parish shall also be responsible for the payment, including overtime, of any fireman necessary for any "fire watch" required by Louisiana State Fire Marshal guidelines. The Town will be responsible for all time sheets and documentation of hours worked, which shall be sent to the Parish upon request for reimbursement purposes.

Within ninety (90) following the discontinuation of the Parish's use of the Town Facility pursuant to this Agreement, the Town shall submit an invoice with a breakdown of expenses and costs, including the rental fees set forth in Addendum No. 2 to this Agreement for approval to the following address:

Lafayette Parish Office of Homeland Security and Emergency Preparedness
Attention: Director of Lafayette Parish OHSEP
1810 W. Willow St.
Scott, LA.

Further, the Town, at its sole option, may submit separate invoices for the actual costs of any damage and/or necessary repairs caused by or attributable to the Parish's use of the Town Facility. The Parish shall remit payment on the invoices no later than thirty (30) days after receipt.

If necessary and desired by the Parish, the Parish shall be solely responsible for the installation and provision of adequate facilities, including shower, restroom, and laundry facilities, and for providing generators in case of power failure at the Town Facility. If installation of these facilities or equipment is provided by the Town at the request of the Parish, the Parish shall reimburse the Town for any and all expenses and actual costs associated with the installation and use of this equipment. Any facilities installed shall comply with all federal, state, and local laws, codes, and regulations and must be approved by the Town prior to installation.

4. Indemnification

To the fullest extent permitted by law, the Parish shall protect, defend, indemnify, save and hold harmless the Town, including its elected and appointed officials, officers, agents, and employees, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, or misconduct of the Parish, its elected and appointed officials, officers, agents, and employees related to the performance or nonperformance of the Agreement herein entered into, including any and all cost, fines, penalties, expense and/or attorney fees incurred by the Town, its elected and appointed officials, officers, agents, and employees, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision, however, without waving any governmental immunity available to the Parish under Louisiana law, including the Louisiana Homeland Security and Emergency Assistance and Disaster Act, and without waiving any defenses of the parties hereto.

5. Termination

This Agreement shall be terminated under any or all the following conditions:

A. By written mutual agreement and consent of the parties hereto.

B. By the Parish or the Town for cause with ninety (90) days' written notice to the other party stating the reason for such cause. Such cause may include the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, with allowance being made for circumstances beyond the control of the parties.

C. In the event of default by either the Parish or the Town, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

6. Cancellation Charges

The Town reserves the right to charge the Parish cancellation costs in the event a previously contracted and scheduled program at the Town Facility requires cancellation due to the use of the Town Facility by the Parish as an emergency shelter. These cancellation costs shall include any amounts already expended by the Town as required by the cancelled contract. The Parish shall not be responsible for lost revenues of the Town associated with the Parish's use of the Town facility.

7. Inspection

The Town shall allow the Parish to pre-inspect the Town Facility to evaluate and document its condition prior to any occupancy and use by the Parish. The Parish shall return the Town Facility in substantially the same condition as received by the Parish.

The Town additionally grants the Parish the right to use portions of the Town Facility to house up to a maximum of 100 evacuated domestic household pets from the Parish pursuant to the same terms set forth above. Animal care shall be provided by the owners and/or a volunteer agency. The precise location where animals will be housed will be determined at the sole discretion of the Town Facility Director.

8. Insurance

The Parish shall provide written confirmation of its "self-insured" status to the Town covering, during the Parish's use of the Town Facility, all general risks and damages to the Town Facility, employees, and guests. The self-insured coverages of the Parish will comply with all insurance requirements set forth in Addendum No. 2 to this Agreement.

9. Deposit

Contemporaneously with or immediately following the Parish's 48-hour notice required in Section 2, the Parish agrees to pay to the Town a a three (3) day rental deposit that will be applied to the sum for rental of the Town Facility used by the Parish under this Agreement. The deposit shall be calculated in accordance with the rate set forth in Addendum No. 2. If the length of the Parish's use of the Town Facility is less than three (3) days, the Parish will be refunded a portion of its deposit on a pro-rata, daily basis.

10. Term

This Agreement is effective upon the date of execution by the last signing party. Unless modified by mutual agreement of the parties or terminated earlier, pursuant to the terms of this Agreement, this Agreement shall be in effect for an initial term of five (5) years. This Agreement may be extended for one (1) additional five (5) year term under the same terms and conditions as accepted by both the Parish and Town.

11. Compliance with Laws

The parties hereto, and their employees, Contractors and agents shall comply with all applicable federal, state and local laws and ordinances while performing under this Agreement.

12. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the 15th Judicial District Court, Lafayette Parish, Louisiana.

13. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The provisions of this Agreement are therefore deemed to be severable.

14. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

15. No Waiver

The failure of the Parish or the Town to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

16. Non-Appropriation

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 this Agreement. If the Parish, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

17. Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that amount which is the amount budgeted by the Parish 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 the Parish shall not be liable for the amount of such increase until and unless said budget is amended as provided for by the Lafayette City-Parish Consolidated Government Home Rule Charter to allow for such an increased amount.

18. Addendum No. 3

Since the Parties anticipate that federal funding will be applied to this Agreement, the federal contract clauses provided in Addendum No. 3 must be complied with, where applicable, and the Parties recognize and agree that Addendum No. 3 is a part of this Agreement and incorporated herein.

[Signatures on the next pages.]

THUS DONE AND SIGNED on this 3RD day of AUGUST, 2026, at Vidalia, Louisiana by the TOWN OF VIDALIA, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with the TOWN OF VIDALIA and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

Signature

JAY LASTONE

Print Name

Signature

Hannah Junkin

Print Name

Town of Vidalia

By:

Buz Craft
Mayor

Kathy Martin ID# 69239
Notary Public

Kathy Martin, Notary Pubiic
In and For Concordia Parish, Louisiana
Commission Expires at Death
Notary ID #69239

THUS DONE AND SIGNED on this ____ day of ____________, 2026, at Lafayette, Louisiana by the PARISH OF LAFAYETTE, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with the PARISH OF LAFAYETTE and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

Parish of Lafayette

____
Signature

____
Print Name

____
Signature

____
Print Name

By: ______________________________
Monique B. Boulet
Lafayette Mayor-President

____
Notary Public

Addendum No. 1

The following table establishes the maximum shelter capacity for the Town Facility based on the shelter need and/or expected duration of evacuation. These capacities have been established by the Town in accordance with FEMA and Louisiana State Fire Marshal guidelines, but are subject to increase or decrease by order of the Louisiana State Fire Marshal:

Vidalia Conference and Convention Center (~13,945 sq. ft. usable space)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	2,324
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	1,395 Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	697 Fire Watch Required
Extended Long-Term Shelter	More than 36 hours	30 sq. ft. Mem. No. 2013-04	465 Fire Watch Required

ALL CAPACITY LIMITS ARE SUBJECT TO LOUISIANA STATE FIRE MARSHAL GUIDELINES. THESE LIMITS MAY BE REVISED UPWARD OR DOWNWARD BY APPROVAL OF THE APPROPRIATE ENTITY.

Addendum No. 2

This addendum to the Cooperative Endeavor Agreement by and between the Parish and the Town establishes additional contractual obligations of the Parties with respect to the Agreement:

A. Minimum Limits of Insurance

The Parish shall be self-insured to satisfy the following minimum limits:

1. General Liability: $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: $500,000.00 combined single limit per accident, for bodily and property damage.

3. Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than $1,000,000.00, which shall include the same or similar coverage as would be provided by:

    a) Alternate Employer Endorsement

    b) Voluntary Compensation Endorsement

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Verification of Coverage

The Parish shall furnish to the Town a written letter confirming that the Parish of Lafayette is self-insured for Workers' Compensation, General Liability, and Auto Liability. The Parish of Lafayette's limits of these self-insured coverages shall meet or exceed the minimum insurance requirements required by this agreement.

E. Rental Fees for Town Facility

The parties agree that the following costs are established for the daily use of the Town Facility by the Parish under this Agreement:

1. Vidalia Conference and Convention Center (Town Facility): $1,500.00 per day;

For the purpose of calculating the rental fees under this Agreement, the term "per day" shall mean each 24-hour period, either in whole or in part, that the Parish utilizes the Town Facility, commencing upon the arrival of Lafayette Parish evacuees to the Town Facility and terminating upon the departure of the last Lafayette Parish evacuee therefrom.

Addendum No. 3

Since the Parties anticipate that federal funding will be applied to this Agreement (or sometimes in this section "contract"), the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this section, the Parish may be referred to as "Applicant," and the Town may be referred to as "Contractor."

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart

D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federallyassisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*

(2) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2
C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Applicant. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
i. Competitively within a timeframe providing for compliance with the Contract performance schedule; ii. Meeting Contract performance requirements; or iii. At a reasonable price.
Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) *Prohibitions.*
  (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and* ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide GOHSEP, Applicant, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to Applicant, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Applicant or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Applicant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Applicant.

Lafayette
CONSOLIDATED GOVERNMENT

Internal Memorandum

Office of the Mayor President
Office of the Mayor President (Route 1200)

TO: Rachel Godeaux **DATE:** August 11, 2026

FROM: Christina Dayries

SUBJECT: **An Ordinance of the Lafayette Parish Council authorizing the Mayor-President to enter into a Cooperative Endeavor Agreement with the Town of Vidalia to collaborate in Emergency Sheltering during declarations of emergency**

Please find attached an Ordinance and supporting documents authorizing the Mayor-President to enter into a Cooperative Endeavor Agreement with the Town of Vidalia to collaborate in Emergency Sheltering during declarations of emergency.

If you approve, please place this on the Parish Council agenda to be introduced on September 1, 2026.

Please let me know if you should have any questions or need additional information.

Sincerely,

Christina Dayries
Chief of Staff

CD/me

Attachments

RECEIVED
AUG 12 2026
OFFICE OF THE CAO

t: 337.291.8367 / cdayries@lafayettela.gov / f: 337.291.8003

LAFAYETTE PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette Parish Council Authorizing the Mayor-President to enter into a Cooperative Endeavor Agreement with the Town of Vidalia to collaborate in Emergency Sheltering during declarations of emergency.

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

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

4) **REQUESTED ACTION OF COUNCIL:**

   A) **INTRODUCTION:** September 1, 2026

   B) **FINAL ADOPTION:** September 15, 2026

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

   A) Cover Memo (1 page)

   B) Submittal (1 page)

   C) Ordinance (2 pages)

   D) Self-Assurance Letter (1 page)

   E) Cooperative Endeavor Agreement (18 Pages)

6) **FISCAL IMPACT:**

   ___ Fiscal Impact

   _X_ No Fiscal Impact

RECOMMENDED BY:

CHRISTINA DAYRIES
CHIEF OF STAFF

APPROVED FOR AGENDA:

Rachel Godeaux

RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER