

ORDINANCE NO. JO-033-2022

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE
LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-
PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH
THE STATE OF LOUISIANA, DEPARTMENT OF CHILDREN AND FAMILY
SERVICES FOR THE USE OF THE HEYMANN PERFORMING ARTS CENTER AND
THE FREM F. BOUSTANY CONVENTION CENTER DURING A DECLARED
EMERGENCY DUE TO DISASTER**

BE IT ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides 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 association, corporation, or individual for specific purposes; and

WHEREAS, Lafayette City-Parish Consolidated Government ("LCG") operates and maintains the Heymann Performing Arts Center and the Frem F. Boustany Convention Center; and

WHEREAS, the State of Louisiana, Department of Children and Family Services ("Department") desires to be able to utilize the Heymann Performing Arts Center and the Frem F. Boustany Convention Center as a Medical Special Needs Shelter during a declared emergency due to a natural disaster; and

WHEREAS, the existing agreement authorizing the use of the Heymann Performing Arts Center and the Frem F. Boustany Convention Center by the Department has expired, and the parties desire execute a new agreement related to the use of the Heymann Performing Arts Center and the Frem F. Boustany Convention Center by the Department; and

WHEREAS, it is necessary and desirable that an agreement be executed setting forth the terms and conditions pursuant to which the Department will utilize the Heymann Performing Arts Center and the Frem F. Boustany Convention Center.

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

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

SECTION 2: The Lafayette Mayor-President is hereby authorized and directed to execute, on behalf of Lafayette City-Parish Consolidated Government, a Cooperative Endeavor Agreement between LCG and the Department described in the "Whereas" clauses.

SECTION 3: The Cooperative Endeavor Agreement authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, and may contain additional provisions as the Lafayette Mayor-President, in consultation with the Lafayette City-Parish

Attorney, may deem necessary, convenient, or desirable to carry out the intent and provisions of this ordinance.

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

SECTION 5: After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this Joint Ordinance shall become effective upon the signature of the Lafayette Mayor-President, the lapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of any veto, whichever occurs first.

* * * * *

STATE OF LOUISIANA COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR (the "Agreement" or "Cooperative Endeavor" or "CEA") is made and entered into this 24th day of April by and between the Louisiana Department of Children & Family Services, ("Department" or "Department of Children & Family Services"), and Lafayette City-Parish Consolidated Government ("Contractor") officially domiciled at 705 West University Avenue, Lafayette, LA. 70506 . Department and Contractor are referred to jointly as "Parties" and individually as "Party."

ARTICLE I

WITNESSETH:

1.1 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

1.2 WHEREAS, Department, a state agency, desires to cooperate with Contractor in the implementation of the project hereinafter provided;

1.3 WHEREAS, the State of Louisiana provides several types of specialized emergency facilities for citizens moving out of harm's way prior to and during a natural disaster. These specialized facilities can be used for any of the following: Critical Transportation Needs Shelters (CTNS), Medical Special Needs Shelters (MSNS), Temporary Medical Operation and Staging Areas (TMOSA) and Federal Medical Stations (FMS), which are operated by the U.S. Department of Health and Human Services; and/or DSNAP site. This CEA is being used for Medical Special Needs Shelters (MSNS).

1.4 WHEREAS, Title 34 of Government Contracts, Procurement, and Property Control authorizes the Executive Branch to procure and find cost effective solutions for each of the Departments of the Executive Branch and it is to this end that Contractor/University/Other intends to provide: (Heymann Performing Arts Center and Frem F. Boustany Convention Center) (hereinafter referred to as "Facilities"), which will produce cost savings to the Department and the state as a whole;

1.5 WHEREAS, during a State of Louisiana declared emergency due to a natural disaster ("Emergency"), the Facilities shall be used for and meet the necessary standards of the following specific public purpose(s): (Type in the purposes)

- Medical Special Needs Shelter ("Facility Purpose")

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

ARTICLE II - GUIDING PRINCIPLES

2.1 This Agreement is entered into by the Parties to provide a cooperative solution to the establishment of a State and/or Federally operated facility during a State declared emergency.

- a. Points of Contact: In the event of a declared emergency, timely, clear, and efficient communication between the parties is imperative to ensuring the successful implementation of the Emergency Facility Service(s). Therefore, the Parties understand and agree that the Points of Contact ("POC") must be up-to-date and readily available to discuss the emergency arrangements.
- b. The POCs for the respective parties shall be:

DEPARTMENT's POC:

- A. Primary Contact John R. Auzenne, Lead Area Manager, Lafayette region DCFS
Address: 825 Kaliste Saloom Road, Brandywine VI, Suite 313, Lafayette, LA. 70508
Cell No. (337) 315-7811
Email John.Auzenne.DCFS@LA.GOV
- B. Alternative Contact MSG (R) Brandon Migues, Emergency Preparedness Coordinator
Address: 825 Kaliste Saloom Road, Brandywine VI, Suite 308, Lafayette, LA. 70508
Cell No. (225) 400-4318
Email Brandon.migues.DCFS@LA.GOV

Contractor's POC:

- A. Primary Contact: Robert Benoit, Chief of Staff to the Mayor President
Address: 705 West University Avenue, P.O. Box 4017-C, Lafayette, LA. 70502
- B. Alternative Contact: Brian McGrath, Arts and Culture Manager
Address: 1373 South College Rd., Lafayette, LA 70503

Should either Party need to modify or replace their respective POC due to a vacancy, department reorganization, or any other reason, written notice of the replacement POC shall be sent to the other Party within fifteen (15) days of the vacancy event.

c. Contractor will remain committed to assisting Department in the entire process of the use the Facilities during the State declared emergency and the Parties will cooperate with each other in determining the daily operations, points of contact and other necessary information to ensure the safe and efficient running of the Facilities.

ARTICLE III - SCOPE OF SERVICES

3.1 Contractor shall provide the Facilities, located at 1373 South College Drive, Lafayette, Louisiana for the use by Department during a State declared Emergency.

3.2 The specifications and details of the Facilities and a detailed description of all other potential services performed as part of this Agreement by Contractor are found attached hereto as **Attachment A**.

3.3 All payment terms and/or cost of additional services within the scope of work as part of this Agreement are found attached hereto as **Attachment A**.

ARTICLE IV- FACILITY AND EQUIPMENT

4.1 The Parties shall:

A. The Contractor hereby agrees to the following:

1. Contractor's POC shall coordinate all of the Contractor's activities under this Agreement.
2. Contractor shall permit Department to use the Facilities for the purpose set out in Paragraph 1.5 during periods of an Emergency.
3. Contractor and Department shall establish the specifics regarding the use of the Facilities as set out in Paragraph 1.5 by the Department, the procedures associated therewith, and all other necessary services for the operation of the Facilities in accordance with the use set out in Paragraph 1.5, including, but not limited to, housing, feeding, maintenance, custodial and such other services and materials as may be mutually agreed upon. Services and materials shall be provided at the times requested. All identified costs and methods of repayment associated with the use of the Facilities or services shall be set forth in Attachment A.
4. Contractor shall immediately notify Department's POC of any damages, modification, construction, or other matter that would prevent the Facilities from being used in the intended manner during an Emergency as set out in Paragraph 1.5.
5. Contractor shall allow Department to bring all necessary equipment onto the Facilities to operate in accordance with the use set out in Paragraph 1.5.
6. Contractor shall provide invoices and billing statements in the manner and method contemplated in accordance with Attachment A. All invoices and billing should contain necessary documentation pertaining to the particular usage and fee schedule. Contractor must present all invoices/billing to Department no later than forty-five (45) days after closure of the Medical Special Needs Shelter.
7. Department is responsible for contacting the State Fire Marshal to seek approval for operation of the Facilities as a Medical Special Needs Shelter. Contractor agrees to comply with any order issued during the Department's use of the Facilities by the State Fire Marshal's Office

within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of this Agreement.

8. Contractor must provide documentation of compliance with the Department of Environmental Quality requirements for asbestos as provided in with LAC 33:III.2707 which can be either written confirmation that construction occurred after 1978, or compliance documents from DEQ for construction before 1978. All documentation required under this section should be forwarded to the Division of Administration as an attachment to this CEA.

B. Department hereby agrees to the following:

1. Department's POC shall coordinate the Department's activities as outlined in the scope of work.
2. Department shall contact the Contractor's POC within a minimum of six (6) and a maximum of twenty-four (24) hours of activating Facilities to start operations at Facilities.
3. Department shall review the submitted billing, if any, of Contractor for any and all damage (normal wear and tear excluded) to the Facilities and premises caused or contributed to by the Department, its employees, its subcontractors, its invitees, or its operation of the Facilities. Department will be authorized to take photographs of the Facilities prior to activation of the Facilities. If Department determines that sufficient documentation is provided to support the claim, Department will approve for submission to for payment.

ARTICLE V INSURANCE & INDEMNITY

5.1 If both Parties are participants of Louisiana's self-insurance program, the Parties shall defer to the Office of Risk Management's (ORM) guidelines, requirements, and obligations to ensure proper insurance coverage and, in cases of dispute of insured liability, ORM will investigate and determine the liability of the Parties.

5.2 If Section 5.1 is not applicable to this Agreement, the Facility shall maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property:

a. Workers Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Facility's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's Insurance Company rating requirement may be waived for worker's compensation coverage only.

b. Commercial General Liability: Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) is to be used in the policy. Claims-made form is unacceptable.

5.3 Subcontractors: Facility shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining all certificates provided for each subcontractor.

5.4 If the Contractor is a local governmental entity of the State of Louisiana, then self-insurance is acceptable, in that it would provide protections equivalent to those forms identified in this Article V.

5.5 Contractor Assurance: Contractor shall defend, indemnify, and hold harmless the Department, and each of the Department's employees, directors, officers, representatives, departments, and agents (the "Department Indemnitees"), from and against any and all liabilities, claims, injuries, illnesses including death resulting therefrom, property damage, fines, penalties, assessments, losses, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees) ("Claims"), which are directly or indirectly caused by the actual or alleged error, omission, negligence, or strict liability, in whole or in part, of Contractor associated with, or arising from, this Agreement.

ARTICLE VI - NON-DISCRIMINATION

6.1 The Parties agrees to abide by all requirements of all federal and state law and, specifically, 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 Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Parties agree to abide by the requirements of the Americans with Disabilities Act of 1990.

6.2 The Parties agrees not to discriminate in their 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. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

6.3 In accordance with Executive Order Number JBE 18-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, the Parties hereby certify that they are not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel.

6.4 Department reserves the right to terminate this Agreement if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Agreement.

ARTICLE VII - MONITORING

7.1 The Department's Contract Monitor for this agreement shall be the Department's POC as listed Section 2.1(b).

7.2 Monitoring Plan: During the term of this Agreement, Department's POC shall ensure Contractor's Facilities are capable of meeting the use set out in Paragraph 1.5. Should the need arise, Department's POC shall meet with Contractor's POC to discuss modifications, remedies, or other alternatives to ensure the State's emergency services are met and to ensure the Parties are in full compliance with requirements of this Agreement.

ARTICLE VIII- PAYMENT TERMS

8.1 This is an emergency contingency agreement. Therefore, unless the Facilities are activated during a declared emergency, there are no payments, exchange of funds, or reimbursement for travel expenses between Department and Contractor as part of the Cooperative Endeavor Agreement.

8.2 In the event the Facilities are activated during a declared emergency, reimbursements for expenditures occurring between Department and Contractor as part of the Cooperative Endeavor Agreement shall be constrained to those services and costs set out in this Agreement.

ARTICLE IX - TERMINATION FOR CAUSE

9.1 Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement; provided that the terminating party shall give the other party written notice specifying its failure. If within thirty (30) days after receipt of such notice to the POC, the notified party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the terminating party may, at its option, place the notified party in default and the Agreement shall terminate on the date specified in such notice. Notwithstanding any of the foregoing, both parties may exercise any additional rights available to them under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement.

ARTICLE X - TERMINATION FOR CONVENIENCE

10.1 Either party may terminate the Agreement at any time by giving sixty (60) days written notice to the Contractor. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work contemplated under this Agreement, including the use of any software and/or proof of concept procedures in connection with the performance of this Agreement.

ARTICLE XI - OWNERSHIP

11.1 All records, reports, documents, equipment and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State upon request, at the Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with performance of the services agreed to herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense at termination or expiration of this Agreement.

ARTICLE XII - ASSIGNMENT

12.1 Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Department. This Agreement (which term, as used herein, includes any and all addenda hereto) and any rights herein granted are personal to the Department and shall not be assigned, sublicensed or encumbered without Contractor's written consent.

ARTICLE XIII - AUDITOR'S CLAUSE

13.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of Contractor which relate to this Agreement.

13.2 Contractor and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five years after the date of termination of the Agreement and any subcontract entered into under this Agreement.

ARTICLE XIV - ATTACHMENTS

14.1 Attachment A to this CEA contains all necessary additional terms for this contractor. Attachment A is attached and made a part of this Agreement by reference.

ARTICLE XV - COUNTERSIGNATURE

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

ARTICLE XVI - AMENDMENTS IN WRITING

16.1 Any alteration, variation, modification, or waiver of provisions of this Agreement, other than written modification of a Party's POC, shall be valid only when it has been reduced to writing, executed by all Parties and approved by the Director of the Office of Contractual Review, Division of Administration.

ARTICLE XVIII - TERM OF AGREEMENT

17.1 This Agreement shall begin on 24 April 2022 and shall terminate on 23 April 2027.

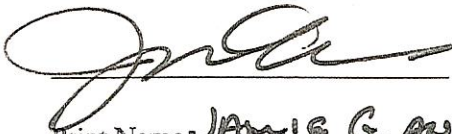
THUS DONE AND SIGNED AT _____, Louisiana on the ____ (day), of ____ (Month),
_____(Year)

[Signature Page to Follow]


SIGNATURES:

WITNESSES SIGNATURES:
GOVERNMENT

LAFAYETTE CITY-PARISH CONSOLIDATED

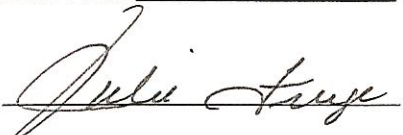


Print Name JAMIE G. ANDREW

By: 

Title: MAYOR-PRESIDENT

Date: 6/14/22



Print Name JULIE FRUGE

WITNESSES SIGNATURES:
FAMILY SERVICES

LOUISIANA DEPARTMENT OF CHILDREN &

Print Name _____

By: _____

Title: _____

Date: _____

Print Name _____

APPROVED:

This _____ day of _____, 2022.

Office of the Governor
Division of Administration

BY: _____

Mark A. Moses, Director
Facility Planning and Control

ATTACHMENT A

(Documentation provided as part of CEA) Additional CEA Terms and Conditions

A. Contractor hereby agrees to the following:

1. Ensure that the Facilities shall accommodate the connection and storage of a fixed generator and all necessary ancillary equipment and that the fixed generator and all necessary ancillary equipment are within service proximity to the Facilities.
2. Provide the maintenance contractor for the fixed generator access to the Facilities and participate with the designated contractor during periodic testing and maintenance familiarization.
3. Assure that the security fence around the generator remains locked and intact when the generator is not in use, or that other equally effective security measures are in place to secure the generator.
4. Allow for full operation of the generator when the Facilities are activated as a result of a declared Emergency.
5. Be responsible for the procurement and cost of fuel and maintenance for Contractor's use of the generator during those periods outside of the State's use of the Facilities as a Medical Special Needs Shelter.
6. To provide Department notice of Contractor's utilization of the generator during periods not included under a specific declaration of an Emergency upon request. The notice shall include the following information: dates and hours of use, purpose of use, amount of fuel used.
7. To maintain the Department owned ice machine utilized by Contractor.

B. Department hereby agrees to the following:

1. To pay all invoices submitted by Contractor as promptly as reasonably possible. To review the submitted billings of Contractor for the use of the Facilities and the services and materials provided by Contractor, in accordance with this CEA, for completeness and accuracy no later than thirty (30) days after receipt by Department of the billing statements. Department shall provide notice to Contractor, in writing, of the date that an invoice has been received and provide immediate communication regarding the

need for any additional information so that processing of the invoice for payment will not be delayed.

2. To review the submitted billing of Contractor for any and all damage (normal wear and tear excluded) to the Facilities and premises caused or contributed to by Department. To pay for all damages (normal wear and tear excluded) to the Facilities and premises caused or contributed by Department. If Department determines that sufficient documentation is provided to support the claim, Department shall pay Contractor as promptly as reasonably possible.
3. To provide a fixed generator for the Facilities and all ancillary equipment necessary for its operation.
4. To provide a security fence necessary for the security of the fixed generator.
5. To provide the necessary electrical connections to the Facilities for the activation and use of the generator.
6. To provide and pay for the costs of a maintenance contractor for the generator.
7. Be responsible for all equipment, fuel, maintenance, and associated costs of the generator during the operational periods of the Facilities as a State-run shelter.
8. Notify Contractor's POC if there are any changes in the status of Department's POC.
9. To allow Contractor the use of the generator at its discretion during periods outside of the use of the Facilities as a State-run shelter, which Contractor shall be responsible for the procurement and cost of fuel and maintenance during those periods, subject to submission of reports, dates and times of usage as provided hereinabove.
10. To provide and pay for a professional contractor to clean and sanitize the Facilities during and after Department's use of the Facilities along with all supplies necessary in connection therewith.
11. To provide and pay for the costs of all trash receptacles and the costs associated with removal and disposal of all trash generated, during Department's use of the Facilities as a Medical Special Needs Shelter.
12. To provide and pay for all safety and security required during Department's use of the Facilities.

C. Contractor and Department hereby both agree:

1. That the term of this CEA shall be for four (4) years and shall commence on the date following the last party to sign (hereinafter referred to as the "Base Term"). Department shall be granted four (4) renewal terms of one (1) year (hereinafter referred to as the "Renewal Term"). The CEA shall automatically renew unless terminated in writing by either party sixty (60) days prior to the expiration of the Base Term or each

Renewal Term. All other terms and conditions of this CEA shall remain the same during any Renewal Term unless otherwise agreed by the parties in writing.

2. Department shall retain title to all Department procured equipment and be responsible for the costs and maintenance, thereof, except for the ice machine, which shall be maintained by Contractor, in return for its use.
3. Only the following Department representatives (herein referred to as the "Department's POC") may authorize the performance of work by which charges will be made:

John Auzenne-
Lead Area Manager, Lafayette Region DCFS

MSG (R) Brandon Miguez
Emergency Preparedness Coordinator, Lafayette Region DCFS

Such authorization may be written or oral. Any one of the above named may designate in writing to the Contractor's POC the names of additional Department representatives as authorized.

4. That notwithstanding Contractor's approval of the activities contemplated by this CEA, Department recognizes and acknowledges that it is responsible for obtaining any licenses and permits that may be required by local authorities and for compliance with any other business, safety, health or other statutory or regulatory requirement applicable to Department's activities under this CEA.
5. That copies of all correspondence between Department and other offices of Contractor relating to the CEA shall be provided promptly by Department to the Lafayette Consolidated Government Emergency Operation Center so that it may be fully informed of arrangements contemplated by this CEA.
6. Notwithstanding anything contained herein to the contrary, the continuation of this CEA into a new fiscal year (*i.e.*, 11/1-10/31) is contingent upon the appropriation of funds to fulfill the requirements of the CEA. If Contractor, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the CEA, the obligation to make payment under the CEA shall terminate on the last day of the fiscal year for which funds were appropriated.
7. Notwithstanding anything to the contrary in the CEA, the parties agree that the maximum amount payable under the CEA shall be that which is the amount budgeted by Contractor for said CEA. In the event the total amount of this CEA is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that Contractor shall not be liable for the amount of such increase until and unless said budget is amended as provided by Contractor's Home Rule Charter to allow for such an increased amount.

D. Usage Fees

1. Facilities cost to Department:

Rental	Rate per Day: \$4475.00
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2. Personnel cost to Department:

Pay per Hour

Facility Manager	\$49.41 per hour/man
Maintenance Supervisor	\$37.34 per hour/man
Labor Foreman	\$22.50 per hour/man
Laborer	\$20.35 per hour/man
Administrative staff	\$27.28 per hour/man

Overtime:

Overtime shall be paid in accordance with the policies of Contractor.

3. Equipment:	Description:	Rate:
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See attached Heymann Center Fee Schedule, which is incorporated herein and made a part, hereof.

APR 27 2022

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Legal Department (1400)

TO: Cydra Wingerter *OWW* **DATE:** April 26, 2022

THRU: Gregory J. Logan *GJL*

FROM: Mark Stipe

SUBJECT: Ordinance Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement Between the Lafayette City-Parish Consolidated Government and the State of Louisiana, Department of Children & Family Services for the Use of the Heymann Performing Arts Center and Frem F. Boustany Convention Center during a declared Emergency due to Natural Disaster

I attach the following, and request placement of same on the agenda for introduction at the May 17, 2022, Council Meetings:

- (a) A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government and the State of Louisiana, Department of Children & Family Services.
- (b) A Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government and the State of Louisiana, Department of Children & Family Services (CEA);
- (c) Agenda Item Submittal Form.

The CEA authorizes Lafayette City-Parish Consolidated Government to enter into a Cooperative Endeavor Agreement with the State of Louisiana, Department of Children & Family Services (Department). It replaces the agreement which was executed in 2018 and recently expired. The initial term of this CEA will expire on April 23, 2027, and will renew for four (4) additional renewal terms of one (1) year. However, either party may terminate the CEA at the end of the initial term or any of the renewal terms with at least sixty (60) days' notice prior to the end of the then expiring term. The Department presented its standard agreement initially, and the parties negotiated a number of changes that make this CEA more similar to the terms set out in the recently expired agreement.

The CEA provides for the use of the Heymann Performing Arts Center and the Frem F. Boustany Convention Center (Facility) by the State of Louisiana, Department of Children & Family Services



during a declared emergency due to natural disaster. The use authorized is a Medical Special Needs Shelter. The CEA sets out points of contact for each party during an Emergency (as that term is defined in the CEA), sets out payment terms for the Department's use of the Facility, and addresses responsibility for insurance and indemnity with respect to operations at the Facility.

The Department is responsible for providing a generator at the Facility, and for the costs associated with maintaining the generator. LCG does have the responsibility to pay for the use of the generator when the Facility is not being used by the Department and maintaining a security fence around the generator. LCG is also obligated to maintain the ice machine provided by the Department at the Facility. These provisions were carried forward from the recently expired agreement.

Should you have any questions, please contact our office.



Mark E. Stipe
Assistant City-Parish Attorney

Attachments

C: Paul Escott
Josh Guillory

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council to authorize the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government and the State of Louisiana, Department of Children & Family Services

2) ACTION REQUESTED: Adoption of an Ordinance

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: May 17, 2022

B) FINAL ADOPTION: June 7, 2022

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (2 pages)

B) Submittal Item Justification Form (1 page)

C) Cooperative Endeavor Agreement (13 pages)

D) Ordinance (2 pages)

6) FISCAL IMPACT:

 Fiscal Impact

 x No Fiscal Impact

RECOMMENDED BY:





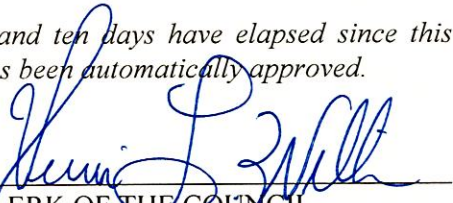
GREGORY J. LOGAN
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:



CYDRA WINGERTER
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-033-2022

1. This ordinance was introduced:
May 17, 2022
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by **Parish Council**:
June 7, 2022
YEAS: K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: Tabor
ABSTAIN: None
- This ordinance was introduced:
YEAS: Lewis, A. Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by **City Council**:
YEAS: Lewis, A. Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on May 20, 2022.
3. This ordinance was presented to the Mayor-President for approval on June 8, 2022, at 9:40 o'clock 2 .m.
- 
CLERK OF THE COUNCIL
4. Disposition by Mayor-President:
- I hereby:
- A. Approve this ordinance, the 14 day of JUNE, 2022, at 3:30 o'clock P .m.
- B. Veto this ordinance, the _____ day of _____, 2022, at _____ o'clock _____ .m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2022, at _____ o'clock _____ .m., veto message is attached.
- 
MAYOR-PRESIDENT
5. Returned to Council Office ~~with~~ without veto message on June 15, 2022, at 2:46 o'clock P .m.
6. Reconsideration by Council (if vetoed):
- On _____, 2022, the Councils did/refused to adopt this ordinance after the Mayor-President's veto.
7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2022, at _____ o'clock _____ .m.
- If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*
- 
CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on June 10, 2022.

