

ORDINANCE NO. JO-062-2021

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AMENDING THE FY 20/21 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF \$2,993,085, INCLUDING \$2,799,760 RECEIVED FROM THE STATE OF LOUISIANA, GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS, UNDER THE FEMA FLOOD MITIGATION ASSISTANCE PROGRAM, FMA-PJ-06-LA-2019-024 GRANT FOR THE ACQUISITION OR ELEVATION OF SEVERE REPETITIVE LOSS AND REPETITIVE LOSS PROPERTIES AND \$193,325 TEN (10%) PERCENT MATCH TO BE RECEIVED FROM THE PUBLIC WORKS DEPARTMENT FUND 261 PARISH DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$126,532.20 AND FUND 401 LOCALIZED FLOOD MITIGATION IN THE AMOUNT OF \$66,792.70 FOR THE ACQUISITION OR ELEVATION OF REPETITIVE LOSS PROPERTIES, AND APPROPRIATING WITHIN THE COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT AND AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO INTER-GOVERNMENTAL AGREEMENT(S) WITH THE CITY OF YOUNGSVILLE RELATED TO THE ACQUISITION, DEMOLITION, AND SUBSEQUENT TRANSFER OF PROPERTIES ACQUIRED THROUGH THE FEMA FLOOD MITIGATION ASSISTANCE GRANT

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

SECTION 1: The FY 20/21 operating budget of the Lafayette City-Parish Consolidated Government ("LCG") is hereby amended by increasing revenues in the amount of \$2,993,085, including \$2,799,760 received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness under the FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant for the acquisition or elevation of severe repetitive loss and repetitive loss properties and \$193,325 ten (10%) percent match to be received from the Public Works Department fund 261 Parish Drainage Improvements in the amount of \$126,532.20 and fund 401 Localized Flood Mitigation in the amount of \$66,792.70 for the acquisition or elevation of severe repetitive loss and repetitive loss properties, and appropriating within the Community Development and Planning Department.

SECTION 2: The \$2,799,760 received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness is being provided under the FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant funds.

SECTION 3: The ten (10%) percent match of \$193,325, required by State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness under the FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant, is being provided by the Public Works Department fund 261 Parish Drainage Improvements in the amount of \$126,532.20 and fund 401 Localized Flood Mitigation in the amount of \$66,792.70 for the acquisition or elevation of repetitive loss properties.

SECTION 4 This ordinance hereby accepts a portion of the grant authorized by the Lafayette City-Parish Council Resolution No. R-067-2019, as awarded by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness.

SECTION 5: The actions heretofore taken by the Lafayette Mayor-President, or his designee, in negotiating, executing and submitting all documents, including but not limited to, applications, agreements, amendments, payment requests and so on as is contemplated by Section 4 of the Lafayette City-Parish Council Resolution No. R-067-2019 are hereby ratified, approved and authorized, respectively.

SECTION 6: The Lafayette City Council and the Lafayette Parish Council further authorize the Lafayette Mayor-President, or his designee, to conduct all negotiations, execute and submit all documents, including but not limited to, applications, agreements, amendments, payment requests, memoranda of understanding and so on, which may be necessary for the completion of the aforementioned project, including, by way of example, A Federally Funded Agreement Between the Governor's Office of Homeland Security and Emergency Preparedness and Lafayette City-Parish Consolidated Government attached hereto.

SECTION 7: The Lafayette City Council and the Lafayette Parish Council further authorize the Lafayette Mayor-President, or his designee, to enter into Inter-governmental Agreement(s), in a form substantially the same or similar to that attached hereto (see **Exhibit A**), with The City of Youngsville related to the properties acquired by way of the FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant, including the subsequent transfer of said property or properties by LCG to the City of Youngsville, as more fully outlined in **Exhibit A**.

SECTION 8: This increase in revenues shall be as reflected in any pertinent documents which are attached hereto and made a part hereof and filed in the Office of the Lafayette Clerk of the Council.

SECTION 9: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 10: After first having been adopted by a majority of the authorized membership of both the Lafayette City Council and the Lafayette Parish Council, this joint ordinance shall become effective upon signature of this joint ordinance by 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.

* * * * *

**Governor's Office of Homeland Security
and Emergency Preparedness
State of Louisiana**

JOHN BEL EDWARDS
GOVERNOR



JAMES B. WASKOM
DIRECTOR

May 27, 2021

Honorable Josh Guillory
Mayor - President
Lafayette Consolidated Government
P.O. Box 4017-C
Lafayette, Louisiana 70502

Attn: Melanie Jumonville

RE: Approval and Funding
Lafayette Consolidated Government – FMA 2019 SRL Elevation/Acquisition Project #2
FMA-PJ-06-LA-2019-024, EMT-2021-FM-E001 (9)

Dear Mayor - President Guillory:

On behalf of Governor John Bel Edwards, I am pleased to inform you that your application for Federal assistance, under the Flood Mitigation Assistance Program, was approved by FEMA on May 21, 2021 (see enclosures) for the above referenced project. The approved funding for eligible project activities is as follows:

Title	Federal Share	Non-Federal Share	Total Project Cost
FMA-PJ-06-LA-2019-024	\$2,799,760.00	\$193,325.00	\$2,993,085.00

A Sub-Recipient Agreement briefing is required for the grant award. The following information will be explained to you and members of your staff:

- Project Performance Period of February 3, 2021 – November 3, 2023
- Reporting Requirements
- Procurement Process
- Process for requesting reimbursement of funds
- Information on Sub-Recipient Management Costs
- Sub-Recipient Agreement Review
- Closeout Procedures and Record Retention

Honorable Josh Guillory
May 27, 2021
Page 2

If you have any questions, please contact your State Applicant Liaison (SAL), Charlene Christophe, at (225) 620-7992 or Charlene.christophe@iem.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Wyatt", with a large, stylized loop at the end.

Sean Wyatt
Assistant Deputy Director
Hazard Mitigation Assistance Division

SW:cc

Enclosures (3)

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Lafayette Consolidated Government

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Grant Program (FMA). CFD 97.029.

1.3 This Agreement addresses the use of those funds and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and Lafayette Consolidated Government ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Forms 424B (Rev. 7-97)

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the SRL Acquisition/Elevation Project, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2019-024 (0)).

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Construction and Non-Construction Programs as outlined in Standard Forms 424B and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to (FMA-PJ-06-LA-2019-024 (0), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Complete the SRL Elevation/Acquisition Project

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$ 2,993,085.00
5.2.2 Total Project Cost	\$ 2,993,085.00

5.3 Funding Sources

5.3.1 Federal share	\$ 2,799,760.00
5.3.2 Non-Federal share	\$ 193,325.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sean Wyatt
Assistant Deputy Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Josh Guillory
Mayor President
Lafayette Parish Consolidation Government
P.O. Box 4017-C
Lafayette, Louisiana 70502

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
James B. Waskom
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY: _____
Honorable Josh Guillory
Mayor President
LAFAYETTE PARISH CONSOLIDATION GOVERNMENT

DATE: _____

RESOLUTION NO. R-067-2019

A RESOLUTION OF THE LAFAYETTE CITY-PARISH COUNCIL AUTHORIZING THE FILING OF APPLICATIONS FOR THE FEMA FY19 FLOOD MITIGATION ASSISTANCE (FMA) AND PRE-DISASTER MITIGATION (PDM) COMPETITIVE GRANTS FROM THE STATE OF LOUISIANA, GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

BE IT RESOLVED by the Lafayette City-Parish Council, that:

WHEREAS, the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness will be accepting applications for the FEMA FY19 Flood Mitigation Assistance (FMA) and Pre-Disaster Mitigation (PDM) competitive grant program; and

WHEREAS, these funds can only be used on homes listed on the Severe Repetitive Loss or the Repetitive Loss list provided by the Federal Emergency Management Agency, National Flood Insurance Program and eligible drainage projects; and

WHEREAS, the Parish of Lafayette has properties on this list and may have eligible drainage projects; and

WHEREAS, there may be a homeowner cost share requirement up to 25%, this cost share will be provided by the participating property owner for the acquisitions or elevations and a cost share for any drainage projects could come from the requesting authority.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Lafayette City-Parish Council, that:

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

SECTION 2: The Lafayette City-Parish Council hereby authorizes the Lafayette Mayor-President, or his designee, to execute and submit all documents, including but not limited to applications and agreements, to apply for this grant.

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

This resolution having been submitted to a vote, the results were as follows:

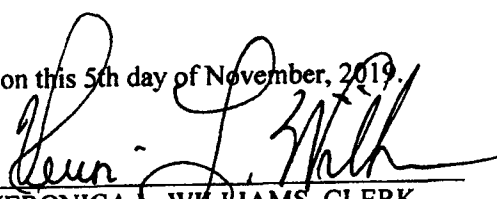
YEAS: Naquin, Castille, Lewis, Boudreaux, Bellard, Cook, Hebert, Theriot

NAYS: None

ABSENT: Conque

ABSTAIN: None

AND the resolution was declared adopted on this 5th day of November, 2019.


VERONICA L. WILLIAMS, CLERK
LAFAYETTE CITY-PARISH COUNCIL



RECEIVED

OCT 21 2019

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Development and Planning Department
Codes Division (9020)

TO: *Cydra Wingerker*
Lowell Duhon

DATE: September 30, 2019

THRU: Danielle Breau *DB*

FROM: Melanie D. Jumonville

SUBJECT: RESOLUTION TO APPLY FOR THE FEMA FY19 FMA AND PDM COMPETITIVE GRANTS

Attached you will the resolution to apply for the FEMA FY19 Flood Mitigation Assistance (FMA) and Pre-Disaster Mitigation (PDM) competitive grants from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness.

These funds can only be used on homes listed on the Severe Repetitive Loss or the Repetitive Loss list provided by the Federal Emergency Management Agency, National Flood Insurance Program and eligible drainage projects.

Lafayette Parish has properties on this list and may have eligible drainage projects.

There may be a homeowner cost share requirement up to twenty-five percent (25%), this cost share will be provided by the participating property owner for the acquisitions or elevations and a cost share for any drainage project that could come from the requesting authority.

Melanie D. Jumonville
Melanie D. Jumonville
Budget Analyst

LAFAYETTE CITY-PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) JUSTIFICATION FOR REQUEST: A resolution of the Lafayette City-Parish Council authorizing the filing of applications for the FEMA FY19 Flood Mitigation Assistance (FMA) and Pre-Disaster Mitigation (PDM) competitive grants from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness
- 2) ACTION REQUESTED: Adoption of resolution
- 3) COUNCIL DISTRICT(S): _____
- 4) REQUESTED ACTION OF COUNCIL:
- A) INTRODUCTION: _____
- B) FINAL ADOPTION: November 5, 2019
- 5) DOCUMENTATION INCLUDED WITH THIS REQUEST:
- A) Cover Memo from Interim Director (1 page)
- B) Submittal Item Justification Form (1 page)
- C) Resolution (1 page)
- 6) FISCAL IMPACT:
- _____ Fiscal Impact (Explain)
- X No Fiscal Impact

RECOMMENDED BY:

Danielle Breaux
 DEVELOPMENT AND PLANNING
 DANIELLE BREAUX

APPROVED FOR AGENDA:

Cydra Wingerter
 CHIEF ADMINISTRATIVE OFFICER
~~LOWELL DOHON~~
Cydra Wingerter

**INTER-GOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED
GOVERNMENT AND THE CITY OF YOUNGSVILLE
FOR THE STATE OF LOUISIANA, GOVERNOR'S
OFFICE OF HOMELAND SECURITY AND EMERGENCY
PREPAREDNESS, UNDER THE FEMA FLOOD
MITIGATION ASSISTANCE PROGRAM, FMA-PJ-06-LA-
2019-024 GRANT**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Lafayette Mayor-President, duly authorized by Joint Ordinance No. JO-_____-2021 of the Lafayette City Council and the Lafayette Parish Council adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "LCG");

and

THE CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana, represented herein by its Mayor, Ken Ritter, duly authorized by Resolution adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "Youngsville");

who, having been duly sworn, did state and declare, as follows:

WHEREAS, LCG has submitted an application with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness under a FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant (hereinafter referred to as the "Project");

and

WHEREAS, the general purpose of the Project is to elevate or acquire certain immovable property or properties, including the structure(s) located thereon, and, where immovable property is to be acquired, demolish said structures located thereon and use the immovable property in perpetuity for open space to prevent future flood loss; and

WHEREAS, the Project contains certain immovable property or properties for acquisition and demolition, which are located within the City of Youngsville; and

WHEREAS, the parties hereto desires to enter into this Intergovernmental Agreement (hereinafter referred to as the "Agreement") to authorize LCG to take any and all action in connection with the Grant and the Project as it concerns the demolition of the structures located on immovable property within the City of Youngsville and to set forth the obligations of Youngsville in connection with its acquisition of said immovable property or properties and the perpetual maintenance of same (hereinafter referred to as the "Youngsville Project"); and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

NOW, THEREFORE, in consideration of the covenants set forth herein, LCG and Youngsville do hereby agree and contract, as follows:

1. AGREEMENT. LCG agrees to oversee and administer the Grant and the Project associated therewith. In particular, LCG agrees to oversee and administer the Youngsville Project.

2. AUTHORIZATION. Youngsville grants to LCG the authority to take any and all actions in connection with the Grant, the Project and the Youngsville Project as LCG deems necessary, including but not limited to the acquisition and demolition of certain immovable property or properties located in the City of Youngsville.

3. ACQUISITION BY YOUNGSVILLE. The parties hereto acknowledge and agree that Youngsville shall acquire the respective immovable property or properties associated with the Youngsville Project, following the demolition of the structure(s) by LCG. Furthermore, Youngsville acknowledges that, in connection with the Grant, Project and the Youngsville Project, LCG has obligated itself, as applicant, Sub grantee or otherwise, to fulfill certain conditions and obligations in connection therewith. Those conditions and obligations are delineated in various documents (*e.g.*, Application, Applicants Certification, A Federally Funded Agreement Between the Governor's Office of Homeland Security and Emergency Preparedness and Lafayette Parish, City of Youngsville, etc.) setting forth such conditions and obligations, and such documents are hereby incorporated into this Agreement as if copied herein in their entirety and made a part of hereof. City of Youngsville herein agrees that any and all conditions and/or obligations in connection with the ownership of the immovable properties associated with the

Youngsville Project, previously (as set forth in the foregoing documents or otherwise), assumed and agreed to by LCG, are hereby solely and exclusively assumed and agreed to by City of Youngsville. By way of illustration, City of Youngsville agrees that the immovable properties shall be deed restricted, in perpetuity, and maintained as an open space in accordance with 44 CFR 206.434, such restrictions being an obligation of LCG under the above referenced documents. Also, City of Youngsville agrees that all routine maintenance and upkeep of the immovable properties, commencing upon its acquisition thereof, shall be the sole and exclusive responsibility of City of Youngsville, all at its sole cost.

4. TERM. For purposes of the term of this Agreement, such term shall commence upon the execution of this Agreement, and the termination date shall be the date of completion of the Youngsville Project or through the end of the Grant period, whichever is longer. Any extension of the term may be granted by mutual written consent by the parties hereto.

5. INDEMNIFICATION. City of Youngsville agrees and obligates itself to defend, indemnify and hold harmless LCG and its officials, elected officials, employees, invitees or other representatives against any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind which arises out of, results from, or is in any way connected with the Youngsville Project described herein (including, but not limited to, any claims associated with or in connection with the conditions and/or obligations pertaining to the ownership and perpetual maintenance of said immovable properties), whether such claim, demand, suit, judgment or award arises out of, results from or is in any way connected with the negligence, alleged negligence, sole or concurrent negligence or alleged sole or concurrent negligence or strict liability or alleged strict liability of LCG and/or City of Youngsville or of LCG and/or City of Youngsville with third parties.

6. RECORD OF COSTS. LCG shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the Grant, Project and the Youngsville Project and shall keep all materials available to City of Youngsville for inspection at all reasonable times. All such books and records shall be maintained by LCG and shall be open for inspection by City of Youngsville and copies thereof shall be furnished to City of Youngsville upon request, but at its cost. LCG shall be the custodian of such books and records as contemplated by La. R.S. 44:31, *et seq.*

7. PUBLIC PURPOSES. According to this Agreement, LCG and the City of Youngsville agree and obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.*, and all the parties agree that, notwithstanding any other provision to the contrary, this Agreement shall be terminated immediately if it is determined that any of the activities undertaken herein are being used for any other purpose other than those specifically set forth herein.

8. NON-ASSIGNABILITY. This Agreement is strictly between LCG and City of Youngsville, and neither party has the right to assign this Agreement or any part hereof to any other party.

9. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall be effective as of the date that this Agreement is executed; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

10. NOTICES. All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

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

or

City of Youngsville
Attn: Mayor
P.O. Drawer 10
Youngsville, La 70520

11. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained herein to the contrary, the continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds by LCG to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

12. BUDGETED FUNDS. Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by LCG under the Agreement

shall be that which is the amount budgeted by LCG 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 LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

13. SURVIVAL. All continuing obligations to be performed by City of Youngsville, including but not limited to perpetual maintenance, which continue after the term of this Agreement, shall survive the term of this Agreement.

THUS, DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2021, by LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

(Name of Witness - Please Print)

(Name of Witness - Please Print)

BY: _____
Joshua S. Guillory
Lafayette Mayor-President

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)

THUS, DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2021, by City of Youngsville in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with City of Youngsville and me, Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

BY: _____
Ken Ritter, Mayor

(Name of Witness - Please Print)

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)



RECEIVED

AUG 18 2021

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Community Development & Planning Department
Codes Division (9020)

TO: Cydra Wingerter
THRU: Lorrie R. Toups
THRU: Melinda Felps
THRU: Kerney Simoneaux
FROM: Mary Sliman, Director
FROM: Chad Nepveaux

DATE: August 10, 2021

RECEIVED

AUG 17 2021

LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

SUBJ: A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AMENDING THE FY 20/21 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF \$2,993,085, INCLUDING \$2,799,760 RECEIVED FROM THE STATE OF LOUISIANA, GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS, UNDER THE FEMA FLOOD MITIGATION ASSISTANCE PROGRAM, FMA-PJ-06-LA-2019-024 GRANT FOR THE ACQUISITION OR ELEVATION OF SEVERE REPETITIVE LOSS AND REPETITIVE LOSS PROPERTIES AND \$193,325 TEN PERCENT (10%) MATCH TO BE RECEIVED FROM THE PUBLIC WORKS DEPARTMENT FUND 261 PARISH DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$126,532.20 AND FUND 401 LOCALIZED FLOOD MITIGATION IN THE AMOUNT OF \$66,792.70 FOR THE ACQUISITION OR ELEVATION OF REPETITIVE LOSS PROPERTIES, AND APPROPRIATING WITHIN THE COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT AND AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO INTER-GOVERNMENTAL AGREEMENT(S) WITH THE CITY OF YOUNGSVILLE RELATED TO THE ACQUISITION, DEMOLITION, AND SUBSEQUENT TRANSFER OF PROPERTIES ACQUIRED THROUGH THE FEMA FLOOD MITIGATION ASSISTANCE GRANT

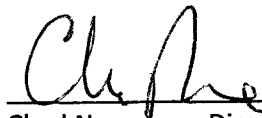
Attached you will the joint ordinance to amend the FY20/21 operating budget increasing revenues in the of \$2,993,085 including \$2,799,760 from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, under the FEMA Flood Mitigation Assistance program, FMA-PJ-06-LA-2019-024 grant funds for the acquisition or elevation of severe repetitive and repetitive loss properties and \$193,325 ten percent (10%) match to be received from the Public Works Department fund 261 Parish Drainage Improvements in the amount of \$126,532.20 and fund 401 Localized Flood Mitigation in the amount of \$66,792.70 for the acquisition or elevation of repetitive loss properties.

These funds can be used on homes listed in Lafayette Parish on the Severe Repetitive Loss or the Repetitive Loss list provided by the Federal Emergency Management Agency, National Flood Insurance Program.

If all is in order, please submit for approval on the September 7, 2021 Joint Council agenda.



Mary Sliman, Director
Community Development and Planning Department



Chad Nepveux, Director
Public Works Department

MS/mdj
Attachments

LAFAYETTE CITY-PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** A joint ordinance of the Lafayette City Council and the Lafayette Parish Council amending the FY 20/21 operating budget of the Lafayette City-Parish Consolidated Government by increasing revenues in the amount of \$2,993,085 including \$2,799,760 received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, under the FEMA Flood Mitigation Assistance Program, FMA-PJ-06-LA-2019-024 grant for the acquisition or elevation of severe repetitive loss and repetitive loss properties and \$193,325 ten percent (10%) match to be received from the Public Works Department fund 261 Parish Drainage Improvements in the amount of \$126,532.20 and fund 401 Localized Flood Mitigation in the amount of \$66,792.70 for the acquisition or elevation of repetitive loss properties and appropriating within the Community Development & Planning Department and authorizing the Lafayette Mayor-President to enter into an inter-governmental agreement with the City of Youngsville related to the acquisition, demolition, and subsequent transfer of properties acquired through the FEMA Flood Mitigation Assistance Grant

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

3) **COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):** _____

4) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** 09/07/2021

B) **FINAL ADOPTION:** 09/21/2021

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

- A) Cover Memo (2 page)
- B) Submittal Item Justification Form (2 pages)
- C) Ordinance (2 pages)
- D) Letter from the State of Louisiana GOHSEP (2 page)
- E) Agreement between the GOHSEP and Lafayette Consolidated Government (3 pages)
- F) Budget Revision (1 page)
- G) Copy of Resolution No. R-083-2018 (3 pages)
- H) Inter-Governmental Agreement Between LCG & City of Youngsville (7 pages)

FISCAL IMPACT: X Fiscal Impact (Explain)

- Authorizes the acceptance of the \$2,993,085 including Federal funds of \$2,799,760 from the FEMA FLOOD MITIGATION ASSISTANCE PROGRAM, FMA-PJ-06-LA-2019-024 grant funds received from the State of Louisiana GOHSEP and \$193,325 ten percent (10%) match from the

Public Works Department fund 261 Parish Drainage Improvements in the amount of \$126,532.20 and fund 401 Localized Flood Mitigation in the amount of \$66,792.70. ^{Shg}

- _____ No Fiscal Impact

RECOMMENDED BY:

Mary McLean

DIRECTOR

Chloe

DIRECTOR

APPROVED FOR AGENDA:

Alyssa Wingerter

CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-062-2021

1. This ordinance was introduced: September 7, 2021
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by **Parish Council**:
September 21, 2021
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
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 September 10, 2021.
3. This ordinance was presented to the Mayor-President for approval on September 22, 2021, at 10:45 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 1 day of OCTOBER, 2021, at 10:50 o'clock a.m.
- B. Veto this ordinance, the _____ day of _____, 2021, at _____ o'clock _____.m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2021, at _____ o'clock _____.m., veto message is attached.


MAYOR-PRESIDENT

5. Returned to Council Office ~~with~~/without veto message on October 1, 2021, at 3:30 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On _____, 2021, 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 _____, 2021, 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 September 24, 2021.

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