

ORDINANCE NO. JO-020-2022

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AMENDING THE FY 21/22 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF \$3,549,084 INCLUDING \$2,661,813, 75% RECEIVED FROM THE STATE OF LOUISIANA, GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS, UNDER THE FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP), FEMA-4570-DR-LA (HURRICANE DELTA) GRANT, \$887,271, 25% MATCH FROM LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT PUBLIC WORKS PARISH STREET, DRAINAGE, BRIDGE FUND AND PARTICIPATING PROPERTY OWNERS FOR THE ACQUISITION OR ELEVATION OF REPETITIVE LOSS AND SEVERE REPETITIVE LOSS PROPERTIES, AND CONSTRUCTION OF A DRAINAGE POND NEAR OAKS SPRINGS SUBDIVISION, AND APPROPRIATING WITHIN THE COMMUNITY DEVELOPMENT & PLANNING DEPARTMENT AND AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO INTER-GOVERNMENTAL AGREEMENT(S) WITH ANY MUNICIPALITIES IN THE PARISH OF LAFAYETTE RELATED TO THE ACQUISITION, DEMOLITION, AND SUBSEQUENT TRANSFER OF PROPERTIES ACQUIRED THROUGH THE FEMA HAZARD MITIGATION GRANT PROGRAM

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

SECTION 1: The FY 21/22 operating budget of the Lafayette City-Parish Consolidated Government is hereby amended by increasing revenues in the amount of \$3,549,084, received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness under the FEMA Hazard Mitigation Grant Program, FEMA-4570-DR-LA (Hurricane Delta) Grant for the acquisition or elevation of repetitive loss, severe repetitive loss properties, and construction of a pond near Oaks Springs Subdivision and appropriating within the Community Development & Planning Department.

SECTION 2: Of the total increase in revenues, 75% (i.e., \$2,661,813) is received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness and is being provided under the Hazard Mitigation Grant Program, FEMA-4570-DR-LA (Hurricane Delta) Grant funds. \$1,300,000 will be used in the construction of a drainage pond near Oak Springs Subdivision and \$1,361,813 will be used for the acquisition or elevation of repetitive loss and severe repetitive loss properties within the Parish of Lafayette.

SECTION 3: The remaining 25% (i.e., \$887,271) are match funds that will be received from the Lafayette City-Parish Consolidated Government Public Works Drainage Fund and property owners. The Public Works Drainage Fund will contribute \$705,695.93 for its match and \$181,575.07 will be contributed by the participating property owners, the details of which are incorporated on the Authorization for Budgetary Revisions form, attached hereto and made a part of this ordinance as **Exhibit A**.

SECTION 4: This ordinance hereby accepts a portion of the grant authorized by the Lafayette City Council and the Lafayette Parish Council Joint Ordinance No. JO-100-2020,

adopted 11/18/2020, as allocated by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, which is being provided under the Hazard Mitigation Grant Program, FEMA-4570-DR-LA (Hurricane Delta) Grant funds.

SECTION 5: The actions heretofore taken by the Lafayette Mayor-President, or his designee, consistent with the authorization granted to the Lafayette Mayor-President, or his designee, by Joint Ordinance No. JO-100-2020, are hereby ratified, approved and authorized, respectively.

SECTION 6: The Lafayette City Council and the Lafayette Parish Council further authorizes 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 FEMA Hazard Mitigation Grant Program (HMGP), FEMA-4570-DR-LA (Hurricane Delta) Grant.

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 B**), with any of the municipalities within Lafayette Parish related to the properties acquired by way of the FEMA Flood Mitigation Assistance Program, FEMA-4570-DR-LA (Hurricane Delta) Grant, including the subsequent transfer of said property or properties by Lafayette Consolidated Government to any of the municipalities within Lafayette Parish, as more fully outlined in **Exhibit B**.

SECTION 8: This increase in revenues shall be as reflected in any pertinent documents which are attached hereto (see **Exhibit A**) 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.

* * * * *

AUTHORIZATION FOR BUDGETARY REVISIONS

Fiscal Year: **2022**
 Budget Adjustment Codes: **126 GRANTS - FEDERAL**
 Disposition of new revenues: **2/5 PARSHWIDE STRT DRAINAGE BRDGE FD**
 Ordinance #: _____

Fund: Description: **126 GRANTS - FEDERAL**
2/5 PARSHWIDE STRT DRAINAGE BRDGE FD
 Justification: **To allocate \$2,661,813.00 in Federal HMGP funds to be received by FEMA through the Louisiana GOHSEP as a result of Hurricane Delta.**

ACCOUNTING UNIT	ACCOUNT	SUB ACCOUNT	ACCOUNT DESCRIPTION	ACTIVITY	ACTIVITY DESCRIPTION	ACCOUNT CATEGORY	ADJUSTMENT AMOUNT	CURRENT GL BUDGET	ADJUSTED BUDGET	CURRENT AC BUDGET	ADJUSTED BUDGET
1260999	42000		PUBLIC SAFETY FEDERAL GRANTS	126192209990001	FEMA-4570-DR-LA-DELTA	42000	(2,661,813.00)	(13,389.00)	(2,675,202.00)	0.00	(2,661,813.00)
1260999	48500	275	CONTR FR PAR STRT DRN BRDGE FD	126192209990001	FEMA-4570-DR-LA-DELTA	48500	(705,695.93)	0.00	(705,695.93)	0.00	(705,695.93)
1260920	49600		CONTR FROM PROPERTY OWNERS	126192209990001	FEMA-4570-DR-LA-DELTA	49600	(181,575.07)	(2,000.00)	(183,575.07)	0.00	(181,575.07)
1269020	89000		CAPITAL OUTLAY	126192290200101	FEMA-4570-DR-LA-DRAINAGE	89000	1,300,000.00	11,355,470.00	12,655,470.00	0.00	1,300,000.00
1269020	89000		CAPITAL OUTLAY	126192290200201	FEMA-4570-DR-LA-DELTA	89000	1,361,813.00	12,655,470.00	14,017,283.00	0.00	1,361,813.00
1269020	89000		CAPITAL OUTLAY	126192290200301	FEMA-4570-DR-LA-DELTA-PW MTC	89000	705,695.93	14,017,283.00	14,722,978.93	0.00	705,695.93
1269020	89000		CAPITAL OUTLAY	126192290200302	FEMA-4570-DR-LA-DELTA-PO MTC	89000	181,575.07	14,774,554.00	14,956,129.07	0.00	181,575.07
2755130	89000		CAPITAL OUTLAY	275212019065130	BAYOU VERMLN FL CTRL-CHAPUIS	89000	(705,695.93)	8,100,000.00	7,394,304.07	0.00	(705,695.93)
2750170	74000	126	INT APP-GRANTS FED				705,695.93	0.00	705,695.93		
RECEIVED											
FEB 15 2022											
BUDGET MGMT.											
RECEIVED											
FEB 13 2022											
BUDGET MGMT.											
LAKE CHARLES CONSOLIDATED GOVERNMENT											
FISHING & MARSHMANAGEMENT/CFD											
0.00											

Note: Revenue is a credit account therefore an increase is a credit (minus). Expense is a debit account therefore an increase is a debit (plus) and a decrease is a credit (minus).

Reserve Balances (Budget Use Only)

Operating Funds

Reserve Accum Use of P. Y. Fund Balance

Transfer No. _____ Balance After This Transfer _____

Capital Funds

Reserve Accum Use of P. Y. Fund Balance

Transfer No. _____ Balance After This Transfer _____

02/17/22

02/16/22

DIVISION HEAD _____ DATE _____

DEPARTMENT HEAD *Mary M. Sklar* DATE *2/16/22*

BUDGET MANAGEMENT OFFICER *Sherry L. Seward* DATE *2/16/22*

MAYOR-PRESIDENT _____ DATE _____

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

JOHN BEL EDWARDS
GOVERNOR



CASEY TINGLE
DIRECTOR

February 10, 2022

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

ATTN: Melanie Jumonville

RE: Funding Allocation Announcement (Revised 8/5/21 letter)
Hazard Mitigation Grant Program
FEMA-4570-DR-LA (Hurricane Delta)

Dear Mayor-President Guillory:

On behalf of Governor John Bel Edwards, I am pleased to inform you that Lafayette Consolidated Government has been allocated a total of **\$2,661,813** in Federal funding for use in the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). This funding comes as a direct result of the major disaster declaration received for Hurricane Delta (DR-4570) which was declared on October 16, 2020. While Lafayette may have been impacted by both Hurricanes Laura and Delta, HMGP allocations will be distributed from a single event which allows the parish maximum funding and flexibility for project development, instead of having to split funds between disasters. The breakdown of available funding is identified below.

DR-4570	First Installment	Second Installment	Total Funding
Federal Share	\$0	\$2,661,813	\$2,661,813
Non-Federal Share	\$0	\$ 887,271	\$ 887,271
Total Project Costs	\$0	\$3,549,084	\$3,549,084
<i>Subrecipient Management Costs</i>	<i>\$0</i>	<i>\$ 177,454</i>	<i>\$ 177,454</i>

The funding allocation may be used for cost-effective mitigation measures that are consistent with the State's All Hazards Mitigation Plan, as well your parish's local hazard mitigation plan. GOHSEP encourages you to engage and collaborate with the stakeholders in your communities to prioritize projects for this funding opportunity. These funds can be used for activities such as: property acquisition, structure elevation, mitigation reconstruction, flood reduction projects, retrofitting of existing buildings, and safe room construction. For additional guidance, see the 2015 Hazard Mitigation Assistance Unified Guidance produced by FEMA (<https://www.fema.gov/media-library/assets/documents/103279>).

Honorable Josh Guillory
February 10, 2022
Page 2

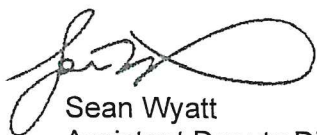
In order to utilize these funds, a cost share (non-federal match) of 25% of the total project cost is required. As you may be aware, the Office of Community Development will be providing the cost share for the first \$40M installment announced last November. As such, there will be no local share required for that portion of funding, which, for Lafayette, is reflected under "First Installment" in the table above. The GOHSEP staff will work with your team to ensure that the non-federal share is appropriately accounted for.

The Disaster Recovery Reform Act of 2018 made subrecipient management costs available to offset some of the administrative costs associated with managing the grant subawards. Eligible activities for reimbursement may include: subapplication development, technical assistance, grants management, and closeout. Please note that FEMA may fund up to 5 percent of your total project costs for subrecipient management costs. These eligible activities are not cost shared as FEMA will provide 100 percent Federal funding based on actual costs up to the amount identified in the table above. Subrecipient management costs may be requested by you as you submit your respective subapplications. For those parishes and other entities not wishing to pursue the use of subrecipient management costs, we ask that you send an official letter to GOHSEP indicating such.

Please be advised that the current application period expires on April 14, 2022. This date is important because all project applications for funding consideration must be submitted to FEMA by the close of the application period. GOHSEP staff, in conjunction with FEMA staff, will be available to assist your team with project development and initial review before actual submission. We ask that all subapplications submitted for funding consideration are uploaded to www.LouisianaHM.com (LAHM) with the appropriate supporting documentation no later than **March 14, 2022** to allow GOHSEP staff time to identify and address any concerns.

Should you have any additional questions regarding this matter, please feel free to contact the State Applicant Liaison (SAL), Charlene Christophe, at 225-620-7992 or charlene.christophe@iem.com.

Sincerely,



Sean Wyatt
Assistant Deputy Director
Hazard Mitigation Assistance Division

SW:cc

ORDINANCE NO. JO-100-2020

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE FILING OF APPLICATIONS FOR GRANT FUNDING WHICH MAY BECOME AVAILABLE AS A RESULT OF THE PRESIDENTIAL DISASTER DECLARATION FOLLOWING HURRICANE DELTA

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

WHEREAS, the State of Louisiana experienced major damage as a result of Hurricane Delta, as identified under FEMA Disaster No. EM-3547; and

WHEREAS, grant funds may become available through the U.S. Department of Housing and Urban Development, the Federal Emergency Management Agency (FEMA), the State of Louisiana, or other agencies; and

WHEREAS, the time frame for the application submittals for grant funds may not afford the opportunity to meet Council deadlines for the submittal of items for consideration by ordinance.

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 Community Development Department is hereby authorized to submit applications for grant funds with the requirement that the Councils be apprised of such applications upon submittal, that no such applications bind the Lafayette City-Parish Consolidated Government for match funds, and that each such application be brought before the Councils for consideration by ordinance in order to budget grant funds.

SECTION 3: The Lafayette Mayor-President, or his designee, is hereby authorized 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(s).

SECTION 4: Such further terms as may be reflected in any pertinent documents pertaining to grant applications, and any such documents on file in the Office of the Lafayette Clerk of the Council in connection with this ordinance, are made a part hereof by reference.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6: EFFECTIVE DATE. 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 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 override of a veto, whichever occurs first.

* * * * *

10-100-2020
RECEIVED

OCT 13 2020

Lafayette Consolidated Government
Chief Administrative Officer



Internal Memorandum

Community Development Department
Director's Office (8100)

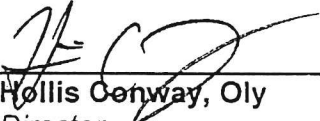
TO: Cydra Wingerter **DATE:** October 13, 2020
FROM: Hollis Conway
SUBJECT: Agenda Item: Joint Ordinance
Grant Applications for Hurricane Delta Recovery

Attached is an ordinance authorizing the submittal of grant applications for disaster funding which may become available as a result of Hurricane Delta.

Since we cannot anticipate the timing of new grant funds or the source of those funds, we are requesting authority to submit grant applications when funding becomes available. Any grants that we receive will still require Council approval in order to budget the funds.

If this ordinance meets with your approval, please forward it for Joint Council introduction on November 4, 2020, with final adoption consideration on November 18, 2020. If you have any questions, please let me know.

Sincerely,



Hollis Conway, Oly
Director

HC/sbr

LAFAYETTE JOINT COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A joint ordinance of the Lafayette City Council and the Lafayette Parish Council authorizing the filing of applications for grant funding which may become available as a result of the presidential disaster declaration following Hurricane Delta

2) ACTION REQUESTED: Adoption of ordinance

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

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: November 4, 2020

B) FINAL ADOPTION: November 18, 2020

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Ordinance (2 pages)


B) Memo (1 page)

6) FISCAL IMPACT:

 Fiscal Impact (Explain)

 X No Fiscal Impact

RECOMMENDED BY:


DIRECTOR

APPROVED FOR AGENDA:


CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-100-2020

1. This ordinance was introduced:
November 4, 2020
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau
NAYS: None
ABSENT: Rubin
ABSTAIN: None

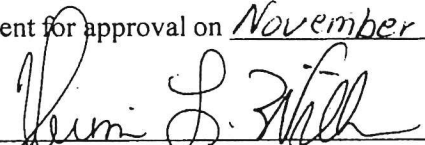
Final disposition by Parish Council:
November 18, 2020
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

This ordinance was introduced:
YEAS: Lewis, A. Naquin,
Hebert, Cook
NAYS: None
ABSENT: Lazard
ABSTAIN: None

Final disposition by City Council:
YEAS: Lewis, A. Naquin,
Cook
NAYS: None
ABSENT: Hebert, Lazard
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on November 11, 2020.

3. This ordinance was presented to the Mayor-President for approval on November 19, 2020, at 9:45 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 20 day of November, 2020, at 8:30 o'clock a.m.
- B. Veto this ordinance, the _____ day of _____, 2020, at _____ o'clock _____m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2020, at _____ o'clock _____m., veto message is attached.


MAYOR-PRESIDENT


5. Returned to Council Office ~~with~~/without veto message on November 25, 2020, at 3:00 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On _____, 2020, 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 _____, 2020, 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.

ASST- 
CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on November 25, 2020.

INTER-GOVERNMENTAL AGREEMENT BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED
GOVERNMENT AND _____ FOR THE
STATE OF LOUISIANA, GOVERNOR'S OFFICE OF
HOMELAND SECURITY AND EMERGENCY
PREPAREDNESS, UNDER THE FEMA HAZARD
MITIGATION GRANT PROGRAM (HMGP), FEMA-4570-
DR-LA (HURRICANE DELTA) 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-_____-20__ of the Lafayette City Council and Lafayette Parish Council adopted on the ____ day of _____, 20__, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "LCG");

and

_____, a political subdivision of the State of Louisiana, represented herein by its Mayor, _____, duly authorized by Resolution adopted on the ____ day of _____, 20__, a copy of which is attached hereto and made a part hereof (hereinafter referred to as "_____");

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 the FEMA Hazard Mitigation Grant Program, (HMGP), FEMA-4570-DR-LA (HURRICANE DELTA) 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 _____; 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 _____ and to set forth the obligations of _____ in connection with its acquisition of said immovable property or properties and the perpetual maintenance of same (hereinafter referred to as the “_____ 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 _____ 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 _____ Project.

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

3. ACQUISITION BY _____. The parties hereto acknowledge and agree that _____ shall acquire the respective immovable property or properties associated with the _____ Project, following the demolition of the structure(s) by LCG. Furthermore, _____ acknowledges that, in connection with the Grant, Project and the _____ 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, _____, 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. _____ herein agrees that any and all conditions and/or obligations in connection with the ownership of the immovable properties associated with the _____ Project, previously (as set forth in the foregoing

documents or otherwise), or to be in the future assumed and agreed to by LCG, are hereby solely and exclusively assumed and agreed to by _____. By way of illustration, _____ 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, _____ agrees that all routine maintenance and upkeep of the immovable properties, commencing upon its acquisition thereof, shall be the sole and exclusive responsibility of _____, 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 _____ 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. _____ 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 _____ 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 _____ or of LCG and/or _____ 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 _____ Project and shall keep all materials available to _____ for inspection at all reasonable times. All such books and records shall be maintained by LCG and shall be open for inspection by _____ and copies thereof shall be furnished to _____ 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 _____ 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 _____, 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

Attn: Mayor

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 _____, 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 _____, 20__, 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

BY: _____

Joshua S. Guillory
Lafayette Mayor-President

(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.)

THUS, DONE AND SIGNED, in multiple originals, on this ____day of _____, 20__, by _____ in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with _____ and me, Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES:

(Name of Witness - Please Print)

BY: _____

Mayor

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

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



RECEIVED

FEB 17 2022

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Community Development & Planning Department
Director's Division (9041)

TO: Cydra Wingerter

DATE: February 14, 2022

THRU: Lorrie R. Toups ✓

THRU: Melinda Felps ✓

THRU: Kerney Simoneaux ✓

THRU: Mary Sliman, Director *MS*

FROM: Melanie Jumonville

SUBJ: A JOINT ORDINANCE AMENDING THE FY 20/21 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF \$3,549,084 INCLUDING \$2,661,813 SEVENTY-FIVE PERCENT (75%) RECEIVED FROM THE STATE OF LOUISIANA, GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS, UNDER THE FEMA HAZARD MITIGATION GRANT PROGRAM, FEMA-4570-DR-LA (HURRICANE DELTA) GRANT,\$887,271 TWENTY-FIVE PERCENT (25%) MATCH FROM LAFAYETTE CONSOLIDATED GOVERNMENT PUBLIC WORKS PARISH, STREET, DRAINAGE, BRIDGE FUND AND PARTICIPATING PROPERTY OWNERS FOR THE ACQUISITION OR ELEVATION OF REPETITIVE OR SEVERE REPETITIVE LOSS PROPERTIES, AND CONSTRUCTION OF A DRAINAGE POND NEAR OAK SPRINGS SUBDIVISION

Attached you will the joint ordinance to amend the FY20/21 operating budget increasing revenues in the of \$3,549,084 from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, under the FEMA Hazard Mitigation Grant Program, FEMA HAZARD MITIGATION GRANT PROGRAM, FEMA-4570-DR-LA (HURRICANE DELTA) GRANT,\$887,271 twenty-five percent (25%) match from Lafayette Consolidated Government Public Works Parish, Street, Drainage, Bridge fund and participating property owners for the acquisition or elevation of repetitive or severe repetitive loss Properties, and construction of a drainage pond near Oak Springs Subdivision.

If all is in order, please submit for approval on the March 22, 2022 Joint Council agenda.

Melanie D. Jumonville
Melanie D. Jumonville
Budget Analyst

Mdj

RECEIVED
FEB 17 2022

JX
Lafayette Consolidated Government
Finance & Management/CFO

LAFAYETTE CITY-PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette City Council and the Lafayette Parish Council amending the FY 21/22 operating budget of the Lafayette City-Parish Consolidated Government by increasing revenues in the amount of \$3,549,084 including \$2,661,813 seventy-five percent (75%), received from the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, under the FEMA Hazard Mitigation Grant Program (HMGP), FEMA-4570-DR-LA (Hurricane Delta) grant, \$887,271 twenty-five percent (25%) match from Lafayette Consolidated Government Public Works Parish Street, Drainage, Bridge Fund and participating property owners for the acquisition or elevation of repetitive loss and severe repetitive loss properties, and construction of a drainage pond near Oaks Springs Subdivision, and appropriating within the Community Development & Planning Department and authorizing the Lafayette Mayor-President to enter into inter-governmental agreement(s) with any municipalities in Lafayette Parish related to the acquisition, demolition, and subsequent transfer of properties acquired through the FEMA Hazard Mitigation Grant Program

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

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

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: March 08, 2022

B) FINAL ADOPTION: March 22, 2022

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

A) Cover Memo (1 page)

B) Submittal Item Justification Form (2 pages)

C) Ordinance (2 pages)

D) Funding Allocation Announcement Letter from the State of Louisiana GOHSEP (2 pages)

E) Budget Revision (1 page)

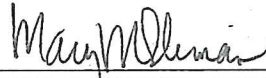
F) Copy of JO-100-2020 (5 pages)

G) Inter-Governmental Agreement Between LCG & participating City's within Lafayette Parish (7 pages)

FISCAL IMPACT: X Fiscal Impact (Explain)

- Authorizes the acceptance of the \$3,549,084 Federal funds from the HMGP, FEMA-4570-DR-LA (Hurricane Delta) grant funds received from the State of Louisiana GOHSEP.
- _____ No Fiscal Impact

RECOMMENDED BY:



COMMUNITY DEVELOPMENT AND
PLANNING DIRECTOR

APPROVED FOR AGENDA:



CHIEF ADMINISTRATIVE OFFICER

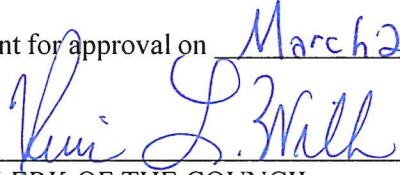
DISPOSITION OF ORDINANCE NO. JO-020-2022

1. This ordinance was introduced: <u>March 8</u> , 2022 YEAS: Tabor, K. Naquin, Carlson, Guilbeau, Rubin NAYS: None ABSENT: None ABSTAIN: None	Final disposition by Parish Council : <u>March 22</u> , 2022 YEAS: Tabor, K. Naquin, Carlson, Guilbeau, Rubin NAYS: None ABSENT: None ABSTAIN: None
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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
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2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on March 11, 2022.

3. This ordinance was presented to the Mayor-President for approval on March 23, 2022, at 2:40 o'clock P.m.



CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 28 day of MARCH, 2022, at 2:35 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

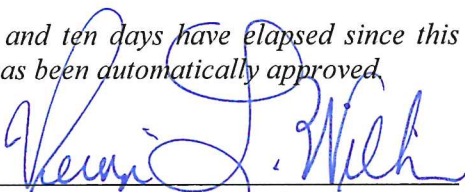
5. Returned to Council Office  with/without veto message on March 30, 2022, at 4:38 o'clock P.m.

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 March 25, 2022.

