

ORDINANCE NO. JO-046-2026

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE
PARISH COUNCIL AUTHORIZING A MEMORANDUM OF UNDERSTANDING
BETWEEN UNIVERSITY OF LOUISIANA AT LAFAYETTE AND LAFAYETTE CITY-
PARISH CONSOLIDATED GOVERNMENT TO COMPLY WITH THE REQUIREMENT
FOR A WRITTEN AGREEMENT BETWEEN AGENCIES SHARING RESPONSIBILITY
FOR THE OBLIGATIONS OUTLINED IN THE GENERAL PERMIT FOR
DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

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

WHEREAS, the Lafayette City-Parish Consolidated Government is authorized to discharge stormwater from the Municipal Separate Storm Sewer Systems under the Louisiana Pollutant Discharge Elimination System Master General Permit No. LAR040000 ("MS4 Permit"); and

WHEREAS, the MS4 Permit requires all regulated entities to maintain a Stormwater Management Program Plan that details Best Management Practices ("BMPs") to be implemented for stormwater pollution prevention; and

WHEREAS, the University of Louisiana at Lafayette, as a co-permittee with Lafayette Consolidated Government for the MS4 Permit, desires mutual collaboration and assistance with the implementation of BMPs required by the MS4 Permit; and

WHEREAS, the MS4 Permit requires co-permittees to maintain a written inter-agency agreement as part of their Stormwater Management Program Plans when BMP implementation will be shared between co-permittees.

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 City-Parish Consolidated Government, acting through the Environmental Quality Division of the Department of Capital Improvements, has collaborated with University of Louisiana at Lafayette to prepare a Memorandum of Understanding attached hereto as Exhibit A.

SECTION 3: The Lafayette Mayor-President is hereby authorized to enter into the Agreement in substantially the same form as is attached hereto. Furthermore, the Lafayette Mayor-President is hereby authorized to sign any and all other documents and take any and all other actions in connection therewith.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: 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 an override of a veto, whichever occurs first

* * * * *

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into effective _____ ("Effective Date") by and between University of Louisiana at Lafayette ("University") and Lafayette City-Parish Consolidated Government ("LCG"). University and LCG are hereinafter referred to at times individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, University is a state educational institution, part of the University of Louisiana System and within the jurisdiction of the Board of Supervisors for the University of Louisiana System and the Louisiana Board of Regents of State Colleges and Universities;

WHEREAS, LCG is a political subdivision of the State of Louisiana responsible for providing for the health, safety, and general welfare of the citizens of Lafayette Parish and protecting the environment within Lafayette Parish through the regulation of certain activities and discharges that may impact stormwater discharges;

WHEREAS, LCG Code of Ordinances Chapter 34, Article 5 (the "LCG Stormwater Ordinance") provides legal authority to LCG to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with local, state, and federal laws pertaining to stormwater discharge as necessary in the interest of public health and safety;

WHEREAS, University's population is comprised of students, employees, visitors, and contractors and University has a duty to provide these persons with a safe and healthy working and learning environment;

WHEREAS, in order to maintain a safe and healthy working and learning environment, University desires to work with LCG to address potential sources of illicit stormwater discharge occurring on University property and educate the public and University community on the benefits of sound discharge practices and a clean watershed;

WHEREAS, the University and LCG are both parties to General Permit for Discharges from Small Municipal Separate Storm Sewer Systems ("MS4") No. LAR041025 under the Louisiana Pollutant Discharge Elimination System (the "MS4 Permit"), granted by and in good standing with the Louisiana Department of Environmental Quality;

WHEREAS, University agrees to cooperate with LCG in enforcement efforts stemming from illicit stormwater discharges on or from those certain properties which are owned by University, located in the City or Parish of Lafayette, and identified in the University and LCG Storm Water Management Program ("SWMP") Plans (the "University Lafayette City-Parish Properties"), consistent with applicable law; and

WHEREAS, University and LCG wish to cooperate with one another in the implementation of the procedures in this MOU in order to maintain compliance with the MS4 Permit and their respective SWMPs and protect University and LCG.

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

1. Authority.

- A. LCG is authorized by University, upon LCG receiving notice or otherwise becoming aware of an actual or potential violation of the MS4 Permit or related requirements on or related to the University Lafayette City-Parish Properties, and subject to applicable law, to complete the MS4 support services as described under Section 2 of this MOU for the successful implementation of the MS4 Permit Best Management Practices ("BMPs") as provided within the LCG SWMP Plan and to maintain compliance with the MS4 Permit terms and conditions.
- B. LCG is also authorized by University to complete the actions, as defined in Sections 4 and 5 of this MOU, to enforce the appropriate consequences or sanctions against person(s) or responsible parties on University Lafayette City-Parish Properties, when such actions by LCG are requested by University.

2. MS4 Support.

- A. LCG will perform the MS4 support services described in subsections B, C, and D of this Section 2.
- B. MCM 3: Illicit Discharge Detection and Elimination
 - i. If University becomes aware of a suspected illicit discharge on or from the University Lafayette City-Parish Properties, University will promptly notify LCG in writing and request LCG to commence an investigation.
 - ii. Once notified, LCG staff will direct the investigation and attempt to determine the source of the discharge and the party(ies) responsible, and will determine the remediation measures necessary to control and rectify damages.
 - iii. Where possible, University will assist LCG with determining the source of the discharge, the party(ies) responsible, and the remediation measures necessary to control and rectify damages or permit violations.
 - iv. If the discharge is determined to be illicit or in violation of the LCG Stormwater Ordinance or the MS4 Permit terms and conditions, LCG will be responsible for enforcing the applicable laws or regulations and associated penalties against the party(ies) determined as responsible for the discharge based on the results of the investigation.
 - v. LCG will follow the compliance enforcement procedures in Section 5 of this MOU.
 - vi. LCG will track and report on the implementation for MCM 3 conducted on behalf of University each year, and will include the data in the Annual Report submitted by LCG to the Louisiana Department of Environmental Quality ("LDEQ").

C. MCM 4: Construction Site Stormwater Runoff Control

- i. If University staff are unable to gain cooperation of construction site operators at University Lafayette City-Parish Properties, University will promptly notify LCG in writing and request LCG to begin an investigation.
- ii. Once notified, LCG staff will assess for construction site runoff, including eroded soils or sediment, and determine whether construction activities are adequately controlled or addressed to the degree specified in the LCG Stormwater Ordinance or in LDEQ issued construction stormwater discharge regulations.
- iii. If stormwater violations associated with a lack of pollution prevention controls are identified, LCG will be responsible for enforcing applicable laws or regulations and associated penalties to compel contractor and/or subcontractor compliance.
- iv. LCG will follow the compliance enforcement procedures in Section 5 of this MOU.
- v. LCG will track and report on the implementation for MCM 4 conducted on behalf of University each year, and will include the data in the Annual Report to LDEQ.

D. MCM 5: Post-Construction Stormwater Management in New Developments and Redevelopment

- i. If University staff are unable to compel implementation of final site stabilization measures at University Lafayette City-Parish Properties, University will promptly notify LCG in writing and request LCG to begin an investigation.
- ii. Once notified, LCG staff will assess for pollutants associated with post-construction site runoff, including eroded soils or sediment, and identify a timeline for implementation of final site stabilization.
- iii. LCG will be responsible for enforcing applicable laws and regulations to compel compliance to reduce pollutant loading in post-construction runoff.
- iv. LCG will follow the compliance enforcement procedures in Section 5 of this MOU.
- v. LCG will track and report on the implementation for MCM 5 conducted on behalf of University each year, and will include the data in the Annual Report to LDEQ.

3. University Responsibilities:

- A. University will implement the Minimum Control Measure ("MCM") BMPs and collect the data necessary to demonstrate attainment of BMP associated Measurable Goals ("MGs") for the University Lafayette City-Parish Properties, and execute the BMPs and MGs used to address the MCMs as described in University's SWMP Plan, in accordance with the MS4 Permit and LDEQ MS4 General Permit LAR040000 or the most current MS4 General Permit promulgated by LDEQ.
- B. University will document its progress toward achieving these BMPs and MGs, and formulate an Annual Report that shall be provided to LCG, to allow for LCG's submittal of its Annual Report to LDEQ by the deadline prescribed in the MS4 Permit.
- C. University will give LCG prompt written notice of citizen complaints, or observations by students, employees, visitors, and contractors, of suspected or potential non-stormwater discharges.
- D. When University becomes aware of any suspected illicit discharge within its MS4, University will promptly notify LCG in writing and request LCG to participate in the investigation. University will work closely with LCG in attempting to determine the source of the discharge, the party(ies) responsible, and the remediation measures necessary to control and rectify any damages. If such investigation determines the discharge to be illicit or in violation of the terms of the MS4 Permit, LCG will be responsible for enforcing any applicable laws and regulations against the party(ies) that caused the discharge.
- E. University will require that its construction contractors, as a condition of their contract, are required to develop their own stormwater pollution prevention plans, and to formally address construction site runoff control measures as part of their normal and regular site practices. This includes, but is not limited to, (1) written pollution prevention site inspections, (2) addressing stormwater pollution plan issues during project meetings, and (3) documenting corrective actions related to pollution prevention. University will provide LCG access to all SWMP documents, including any responses to complaints identified by University or others, upon request. If LCG receives notice or otherwise becomes aware that construction site runoff is not adequately controlled and addressed, LCG will be responsible for enforcing any applicable laws and regulations to the contractor and/or subcontractors.
- F. University will require that its construction contractors, as a condition of their contract, are required to include best practices such as landscaping designed to prevent undesirable storm water runoff after the project is completed. University will perform site visits to ensure that these post construction measures are completed sufficiently before issuing final payment. University will also maintain the post-constructed site in a manner that ensures keeping runoff to a minimum. If LCG receives notice or otherwise becomes aware that post-construction site runoff is not adequately controlled and addressed, LCG will be responsible for enforcing any applicable laws and regulations to the contractor and/or subcontractors.
- G. If criminal activity is suspected or identified, University will notify University Police and/or other appropriate law enforcement agencies to respond and enforce criminal code statutes as applicable.

4. LCG Responsibilities:

- A. LCG will serve as the Lead Co-Permittee for the MS4 Permit, and will work with University with respect to documentation and addressing of prohibited discharges on or from the University Lafayette City-Parish Properties in accordance with the LCG Stormwater Ordinance.
- B. LCG will execute and track progress of the BMPs and MGs used to address the MCMs as described in LCG's SWMP, in accordance with the MS4 Permit.
- C. LCG will establish an internal reporting deadline for receipt of Co-Permittee Annual Reports. Annual Reports timely received by LCG from the Co-Permittees will be submitted by LCG to LDEQ by the deadline prescribed in the MS4 Permit.
- D. When illicit discharges are suspected, LCG staff will lead the investigation and attempt to determine the source of the discharge, the party(ies) responsible, and the remediation measures necessary to control and rectify any damages. If such investigation determines the discharge to be illicit or in violation of the LCG Stormwater Ordinance or the terms of the MS4 Permit, LCG will be responsible for taking such enforcement actions that LCG determines to be appropriate, as per Division 7 of the LCG Stormwater Ordinance, against the party(ies) that caused the discharge.
- E. Where construction site runoff is not adequately controlled and addressed, LCG will be responsible for taking such enforcement actions that LCG determines to be appropriate, as per Division 7 of the LCG Stormwater Ordinance, against the contractor and/or subcontractors.
- F. Where post-construction site runoff is not adequately controlled and addressed, LCG will be responsible for taking such enforcement actions that LCG determines to be appropriate, as per Division 7 of the LCG Stormwater Ordinance, against the contractor and/or subcontractors.

5. Compliance Enforcement Procedures and Penalties

LCG Enforcement Procedures will be conducted as outlined in Division 7 of the LCG Stormwater Ordinance.

- A. If determined by LCG to be appropriate, a Notice of Non-Compliance will be issued if evidence of a prohibited discharge is identified during the investigation.
- B. If violations are not corrected by date specified in the Notice of Non-Compliance or any compliance order, non-compliance shall be reported to appropriate governing offices who may terminate the building permit, land clearing permit, and/or certificate of occupancy for the site; disconnect any illicit connections to the municipal separate storm sewer system; and/or discontinue water service to the site in addition to any other authority granted to LCG.
- C. In addition to the above, failure to take measures to comply with the LCG Stormwater Ordinance by the compliance date will subject the party in violation to potential further

enforcement, including issuance of a Penalty Assessment and/or a Cease-and-Desist Order. If penalties are assessed, the amount of the penalty may be up to \$250.00 per day per offense for first offense, \$500.00 per day per offense for second offenses, and \$1,000.00 per day per offense for third or following offenses, or such penalties as are provided in any amendment of the said ordinances. Every day any violation continues may be considered to constitute a separate violation. These penalties are in addition to, and not in lieu of, penalties available under state and federal law.

6. Notices.

The following liaisons shall be responsible for the coordination of this MOU and notifications shall be deemed to have been sufficiently given and served when the following are timely notified in writing:

For University:

Lead Liaison:

Scott Hebert, Director
Facility Management
P.O. Box 43646
Lafayette, LA 70504
Telephone: 337-482-5833
E-mail: scott.hebert@louisiana.edu

Secondary Liaison:

Cearley W. Fontenot, Chief Legal Affairs
Officer, Office of General Counsel
P.O. Box 43561
Lafayette, LA 70504
Telephone: 337-482-1394
E-mail: generalcounsel@louisiana.edu

For LCG:

Lead Liaison:

Jackie Vargas-Beitia
Lafayette Consolidated Government
Regulatory Compliance Supervisor
Capital Improvements Department
P.O. Box 4017-C
Lafayette, LA 70502
Telephone: 337-291-8547
Email: JVargas-Beitia@lafayetteLA.gov

Secondary Liaison:

Bess Foret
Lafayette Consolidated Government
Environmental Quality & Capital
Improvements Planning Manager
Capital Improvements Department
P.O. Box 4017-C
Lafayette, LA 70502
Telephone: 337-291-5676
Email: BForet@lafayetteLA.gov

7. Indemnification.

To the fullest extent permitted by law, the Parties (each, an "Indemnifying Party") agree to protect, defend, indemnify, save, and hold harmless the other Party (the "Indemnified Party"), its elected and/or appointed officials, officers, agents, employees, and volunteers, from and against any and all claims, demands, actions, damages, losses, costs, expenses (including, without limitation, all reasonable attorney's fees), and liability arising out of or resulting from the exercise, discharge, or performance or non-performance of this MOU, but only to the extent caused by the negligent or intentional acts or omissions of the Indemnifying Party or its

employees or agents. In the event that it is determined that such claim, demand, action, damage, loss, cost, expense, or liability is caused in part by the negligent or intentional act or omission of the Indemnified Party, then each Party shall pay its pro-rata share of the claim, demand, action, damage, loss, cost, expense, or liability. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim, demand, or action and reasonably cooperate with the Indemnifying Party in defense of such claims, demands, or actions at the Indemnifying Party's expense.

8. Term.

- A. The term of this MOU shall commence on the Effective Date and shall continue in effect as long as University and LCG continue to be permitted by Louisiana Department of Environmental Quality for LAR040000 Discharges from Small Municipal Separate Storm Sewer System, unless terminated sooner pursuant to Section 9 herein.
- B. This MOU is made in anticipation of conditions permitting continuous and orderly progress throughout a given LDEQ regulatory reporting year. Time frames for performance or scheduled activities shall be extended as necessary for delays or suspensions due to circumstances that are outside of LCG's or University's control.

9. Termination.

- A. Termination for Cause. Either Party may terminate this MOU for cause based upon the failure of the other Party to comply with the terms and/or conditions of the MOU; provided that the terminating Party shall give the other Party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the failure has not or cannot be corrected, then terminating Party may, at its option, place the other Party in default and the MOU shall terminate on the date specified in such notice.
- B. Termination for Convenience. Either Party may terminate the MOU at any time by giving thirty (30) days written notice.

10. Non-Discrimination.

The Parties hereto agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Equal Pay Act of 1963, Title IX of the Education Amendments of 1972, Executive Order 11246, the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008, and the 1990 Americans with Disabilities Act, and amendments thereto. The Parties agree not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, national origin, citizenship, genetic information, age, religion, sex, sexual orientation, disability, or military or veteran status. The Parties acknowledge and agree that any act of unlawful discrimination committed by it, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

11. Severability.

If any term, covenant, condition, or provision of this MOU or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.

12. Assignment.

The Parties shall not assign any interest in this MOU and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of all the other Party. Additionally, the Parties shall not subcontract any work to a third party without the prior written consent of the other Party hereto.

13. Entire Agreement.

This MOU contains the entire agreement between the Parties with respect to the subject of this MOU and contains all of the terms and conditions agreed upon with respect to the subject of this MOU, and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.

14. Amendment.

Any alteration, variation, modification, or waiver of provisions of this MOU shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of both Parties.

15. Governing Law.

This MOU and all claims arising out of or relating to this MOU shall exclusively be governed by and interpreted in accordance with the laws of the state of Louisiana, without regard to conflicts of laws principles.

16. Independent Contractor.

The relationship between LCG and University shall be, and only be, that of an independent contractor.

17. Counterparts and Electronic Signatures.

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

18. Recitals.

The Parties acknowledge that the Recitals are an integral part of this Agreement and are explicitly made part of this Agreement and are fully incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives on the dates indicated below.

Lafayette City-Parish Consolidated Government

University of Louisiana at Lafayette

By: Monique B. Boulet, Mayor-President

By: Dr. Ramesh Kolluru, President

Date: _____

Date: _____



Internal Memorandum

Capital Improvements Department
Director's Office (5200)

TO: Rachel Godeaux

DATE: August 25, 2026

FROM: Martin Poirrier

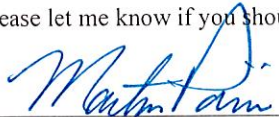
SUBJECT: Joint Council Agenda Item
MOU between LAC and LCG for Permit Compliance

Attached is an ordinance and Memorandum of Understanding, between University of Louisiana at Lafayette and Lafayette Consolidated Government, outlining how each will share the responsibilities of implementing the requirements in the Municipal Separate Storm Sewer Systems (MS4) Permit. Attorneys Boyd A. Bryan, on behalf of LCG, and Lindsay L. Pantaleo, on behalf of the University, have reviewed the Memorandum of Understanding.

This written agreement of shared responsibilities for the MS4 Permit is needed to comply with stormwater regulations under the Louisiana Pollutant Discharge Elimination System.

If you approve, please place this on the Joint Council agenda to be introduced on Tuesday, September 15, 2026.

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


Martin Poirrier, PE, LSI
Director of Capital Improvements

MP/jvb

Attachments

c: Bess Foret, Environmental Quality and Capital Improvements Planning Manager
Jackie Vargas-Beitia, Regulatory Compliance Supervisor

RECEIVED

AUG 26 2026

OFFICE OF THE CAO

LAFAYETTE JOINT COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette City Council and the Lafayette Parish Council authorizing a Memorandum of Understanding between University of Louisiana at Lafayette and Lafayette Consolidated Government to comply with the requirement for a written agreement between agencies sharing responsibility for the obligations outlined in the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems

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

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

If this involves a budget revision, please complete a budgetary revision form.

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: September 15, 2026

B) FINAL ADOPTION: October 6, 2026

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

A) Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Memorandum of Understanding (9 pages)

6) **FISCAL IMPACT:**

Fiscal Impact (Explain)

X No Fiscal Impact

RECOMMENDED BY:



MARTIN POIRRIER, PE, LSI
DIRECTOR OF CAPITAL IMPROVEMENTS

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER