27.

CITY ORDINANCE NO. CO-106-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AMENDING THE FY 26/27 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF $67,131 RECEIVED FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION "DEA" IN REFERENCE TO AN EXISTING TASKFORCE AGREEMENT AND APPROPRIATING WITHIN THE LAFAYETTE POLICE DEPARTMENT

BE IT ORDAINED by the Lafayette City Council, that:

SECTION 1: The FY 26/27 operating budget of the Lafayette City-Parish Consolidated Government is hereby amended by increasing revenues in the amount of $67,131 received from the DEA and appropriating within the Lafayette Police Department.

SECTION 2: The 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 Clerk of the Council.

SECTION 3: The Lafayette Mayor-President, or her designee, is further authorized to conduct all negotiations, execute, and submit all documents, including but not limited to applications, agreements, amendments and payment requests, which may be necessary for the completion of the aforementioned project.

SECTION 4: The Lafayette Mayor-President, or her designee, is hereby authorized to amend the operating budget within the grant period by transferring any unexpended appropriated balances into or out of salaries and benefits line items and all other expense line items in order to expend the total award amount in accordance with the grant regulations.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

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AUTHORIZATION FOR BUDGETARY REVISIONS

Page_____ of _____

2027 Budget Adjustment Codes:
Disposition of new revenues

Fund: Description:
1260 GRANTS - FEDERAL

Justification:
Ordinance ammending the 26/27 operating budget by increasing revenues in the amount of $67,131 received from the United States Department of Justice Drug Enforcement Administration for the reimbursement of overtime for (1) Lafayette Police Department officer while performing the activities & duties of the Lafayette Post of Duty Task Force. Grant Period=October 1, 2026- September 30, 2031

Ordinance #:_____

					PL		GL	
PROJECT STRING	DESCRIPTION	GL ACCOUNT	DESCRIPTION	ADJUSTMENT AMOUNT	CURRENT PS BUDGET	ADJUSTED BUDGET	CURRENT GL BUDGET	ADJUSTED BUDGET
RV27009233-12600999-GRT1261527-420000	PUBLIC SAFETY-DEA 26/27	1260-00-000-000-0999-420000-000000-000000-000000	PUBLIC SAFETY FEDERAL GRANTS	(67,131.00)	0.00	(67,131.00)	(4,187,096.02)	(4,254,227.02)
PD27009237-12603140-GRT1261527-502000	PUBLIC SAFETY-DEA 26/27	1260-PS-030-165-3140-502000-000000-000000-000000	OVERTIME	67,131.00	0.00	67,131.00	137,674.64	204,805.64

RECEIVED
OCT 16 2026
BUDGET MGMT

RECEIVED
OCT 22 2026
Lafayette Consolidated Government
Finance & Management/CFO

Total Adjustments 0.00

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

10-16-26
DIVISION HEAD DATE

10.22.26 10/20/26

Desiree A. Oliveaux 10/20/26
BUDGET MANAGEMENT OFFICER DATE

MAYOR-PRESIDENT DATE

Updated 10/28/21

Drug Enforcement Administration

State and Local Law Enforcement Agency

Memorandum of Agreement

This agreement is made this 01 day of October, 20 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Lafayette, LA Police Department (hereinafter "parent agency"), ORI# 075054536; Unique Entity Identifier (UEI#) YNYLNKW7THY5. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and/or listed chemicals exists in Louisiana and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Louisiana, the parties hereto agree to the following:

1. The New Orleans Field Division (DEA Division) will perform the activities and duties described below:
   a. Disrupt the illicit drug traffic in Louisiana by immobilizing targeted violators and trafficking organizations;
   b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, trafficking of controlled pharmaceuticals and/or listed chemicals; and
   c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA Division 's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth, or Territory of Louisiana.
   d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in Louisiana ; if applicable.
2. To accomplish the objectives of the DEA Division , the parent agency agrees to detail experienced officer(s) to the DEA Division for a period of not less than

two years.[1] During this period of assignment, the parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA Division.

3. The parent agency officer(s) assigned to the DEA Division shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA Division. Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA Division.

4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.

5. The parent agency officers assigned to the DEA Division shall be deputized as Task Force Officers pursuant to 21 U.S.C. § 878.

6. To accomplish the objectives of the DEA Division, DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA Division. Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR), or HIDTA Funded.

   a) **DEA Program Funded** - To accomplish the objectives of the DEA Division, DEA will assign DEA Special Agent(s) to the DEA Division and up to one (1) Task Force Officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and parent agency officer(s) assigned to the DEA Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. (**see ADDENDUM A**)

   b) **Synthetics Precursors Enforcement and Regulations (SPEAR) (Fee Funded)** - DEA will, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agent(s) and up to zero (0) Task Force Officer(s) assigned to the DEA Division. This support will include: vehicles; office space; office supplies; travel funds; funds

[1] The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

for the purchase of evidence and information; investigative equipment; training; and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the use of Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA Division purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

c) **High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded)** - Subject to the availability of funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to zero (0) Task Force Officer(s), and other specified employees (if any). This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in DEA Division vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for DEA Division purposes. Accidents involving vehicles while in use for DEA Division purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

While on duty and acting on DEA's business, the parent agency officer(s) assigned to the HIDTA group shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV and home to work transportation when authorized.

d) **DEA Provisional** - DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to zero (0) Task Force Officer(s) assigned to the DEA Division. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional

TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA Division, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA Division, and for making all payments due to them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its Task Force Officers. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to New Orleans Field Division (DEA Division) process coordinator email box (Invoice.neworleans@dea.gov). ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."***

8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (2 8 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.

12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

13. The Parent Agency's signature to this agreement certifies the Parent Agency's compliance with the certifications required under 2 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the Parent Agency's certification of compliance with these requirements. The Parent Agency has accordingly reviewed these regulations.

14. When issuing statements, press releases requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of federal funds for the program or project.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on thirty (30) days' advance written notice. DEA's support to the DEA Division _____, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

JOHN SCOTT Digitally signed by JOHN SCOTT Date: 2026.09.08 19:42:31 -05'00'

Special Agent in Charge

New Orleans Field Division

Division

John P Scott, SAC

Printed Name

Date

For the Parent Agency:

Agency Head

9-8-26

Date

Chief Paul Trouard

Printed Name and Title

[END OF DOCUMENT]

ADDENDUM A

This agreement is an addendum to the Agreement dated 10/01/2026 between the United Stated Department of Justice, Drug Enforcement Administration (DEA) and the Lafayette, LA Police Department, (hereinafter "the parent agency"), ORI# 075054536 Unique Entity Identifier (UEI#) YNYLNKW7THY5. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

1. The term of the Agreement shall be effective from the date in paragraph number one (1) through 09/30/2031.
2. Except as modified by this addendum, the Task Force Agreement between DEA and the parent agency shall remain in full force and effect.

MODIFICATIONS:

Line #6

a) **DEA Program Funded** (to include the following verbiage):
If the parent agency provides the Task Force Officer with a vehicle, subject to the availability of funds, DEA will defray fuel cost up to $400 a month. Routine maintenance and repair is not included and is the responsibility of the parent agency.

For the Drug Enforcement Administration:

JOHN SCOTT Digitally signed by JOHN SCOTT Date: 2026.09.08 19:42:59 -05'00'

Special Agent in Charge

New Orleans Field Division

Division

John P Scott, SAC

Printed Name

Date

For the Parent Agency:

Paul A. Travis

Agency Head

9.8.26

Date

Chief Paul A. Travis

Printed Name and Title

[END OF DOCUMENT]

ENFORCEMENT SENSITIVE
-For Official Use Only

Lafayette
POLICE DEPARTMENT

Internal Memorandum

Administration Division (3100)
Office of the Chief of Police

TO: Joseph Gordon-Wiltz, Clerk of the Council **DATE:** 10/19/2026

THRU: Rachel Godeaux, CAO

FROM: Chief of Police Paul Trouard

SUBJECT: **Council Agenda**

It is hereby requested that the attached ordinance and budget revision be placed on the next available City Council agenda for consideration by the council.

This ordinance authorizes the acceptance of an award in the amount of $67,131 received from the United States Department of Justice, Drug Enforcement Administration ("DEA") and appropriating to the Lafayette Police Department for reimbursement of overtime for one (1) Lafayette Police Department officer while performing the activities and duties of the Lafayette Post of Duty Task Force.

If you have any questions, please contact Elizabeth Taylor at 337-291-7010 or via email at etaylor@lafayettela.gov

PAUL TROUARD
CHIEF OF POLICE

PT/et

RECEIVED
OCT 23 2026
OFFICE OF THE CAO

t: 337.291.8653 / ptrouard@lafayettela.gov / f: 337.291.5665

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette City Council amending the FY 26/27 operating budget of the Lafayette City-Parish Consolidated Government by increasing revenues in the amount of $67,131 received from the United States Department of Justice, Drug Enforcement Administration "DEA" in reference to an existing taskforce agreement and appropriating within the Lafayette Police Department.

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

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

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: November 10, 2026

B) FINAL ADOPTION: November 24, 2026

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

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) Ordinance (1 page)

D) Budget Revision (1 page)

F) MOU (7 pages)

6) **FISCAL IMPACT:**

__X__ Fiscal Impact (Explain)
Increase revenues in the amount of $67,131

_____ No Fiscal Impact

RECOMMENDED BY:

PAUL TROUARD
CHIEF OF POLICE

APPROVED FOR AGENDA:

RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER