

AGENDA
SULPHUR CITY COUNCIL MEETING

TUESDAY

OCTOBER 14, 2025, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
TUESDAY, OCTOBER 14, 2025, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED
AT 501 WILLOW AVENUE, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE
FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES
APPROVAL OF AGENDA

1. PUBLIC HEARING on ordinance granting an Exception to Ronald Cart, 3417 Maplewood Drive, to allow for living in a Business District. ORD71-25 (Joy Abshire)
2. PUBLIC HEARING on ordinance granting a rezone to KAB Investments LLC, 201 Doiron Street, from Mixed Residential to Business to allow for a stone warehouse. ORD72-25 (Dru Ellender)
3. PUBLIC HEARING on ordinance amending Chapter 13.5, Section 151 of the Code of Ordinances of the City of Sulphur – Solicitors, itinerant vendors going uninvited on private premises. ORD73-25 (Mayor Danahay)
4. PUBLIC HEARING on ordinance amending Chapter 13.5 of the Code of Ordinances of the City of Sulphur to delete Section 152 in its entirety – Solicitation – Registration required. ORD74-25 (Mayor Danahay)
5. PUBLIC HEARING on ordinance amending Chapter 17, Section 48 of the Code of Ordinances of the City of Sulphur – Distribution on inhabited private premises. ORD75-25 (Mayor Danahay)
6. PUBLIC HEARING on ordinance amending Chapter 17, Section 49 of the Code of Ordinances of the City of Sulphur – Placing handbills in vehicles prohibited. ORD76-25 (Mayor Danahay)
7. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 716 Landry Street, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)

- b. To condemn building or structure (shed) located at 1413 Weekly Road, in accordance with Article IX, Section 5-286 through 5-296 of the Code of Ordinances. (Nick Nezat)
8. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for Senior Center upgrades. ORD77-25 (Mayor Danahay)
9. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for replacement of fire hydrants. ORD78-25 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with the Louisiana Department of Treasury State of Louisiana for (project to be determined). ORD79-25 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for GIS (Geographical Information Systems) mapping. ORD80-25 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE amending Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur to change from Office of Ordinance Enforcement to Office of Property Standards and omitting subsection (b) - City Council approval of person in charge of enforcing the provisions of the Code of Ordinances. ORD81-25 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE entering into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury under the Hazard Mitigation Grant Program for the Parish Wide Emergency Generator Project. ORD82-25 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE entering into an Agreement with Baty Land Holdings, LLC, for the use of property located at 1600 Carr Lane as a staging area during the construction of the new Judicial Center and Municipal Complex located at 1551 East Napoleon Street. ORD83-25 (Mayor Danahay)
15. RESOLUTION adopting the Federal Grant Manual for Subrecipients for funding from Hazard Mitigation Grant Program for the 4559 HMGP Emergency Generator Project. RES36-25 (Mayor Danahay)
16. RESOLUTION amending the LA DOTD Maintenance Agreement for mowing and litter pickup for fiscal year ending 2026, to allow for five additional cycles (total of 9) of mowing and authorizing Mayor Danahay to sign same. RES37-25 (Mayor Danahay)

17. RESOLUTION adopting procedures on remote public participation in meetings to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA). RES38-25 (Mayor Danahay)
18. Resolution re-appointing Seth Gilmore to Sulphur Industrial Development Board. RES39-25 (Joy Abshire)
19. Resolution re-appointing Trey Case to the West Calcasieu Port, Harbor and Terminal District. RES40 (Dru Ellender)
20. RESOLUTION appointing Peggy Banley to the Sulphur Housing Authority Board of Commissioners to fill the unexpired term of Shirley Hoffpauir. RES41-25 (Mayor Danahay)
21. RESOLUTION authorizing the advertisement of bids for the demolition of 1551 East Napoleon Street (old Kroger building). RES42-25 (Mayor Danahay)
22. PUBLIC COMMENT - 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM.

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, November 10, 2025, at 5:30 p.m. in the Council Chambers located at 501 Willow Avenue, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 337-527-4571, describing the assistance that is necessary.

Arlene Blanchard, Council Clerk
City of Sulphur
101 North Huntington Street
Sulphur, LA 70663
(337) 527-4500

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING AN EXCEPTION TO RONALD CART, 3417
MAPLEWOOD DRIVE, TO ALLOW FOR LIVING IN A BUSINESS
DISTRICT.

WHEREAS, in accordance with Article IV, Part 3, Section 4 (3) of the Land Use Ordinance of the City of Sulphur, living in a Business District is not a permitted use unless granted an Exception by the Land Use Commission and City Council; and

WHEREAS, applicant is requesting an Exception to allow for structure to be used as a dwelling in a Business District for the following described property:

LOT (4) FOUR OF BLOCK “A” OF MAGNOLIA PARK SUBDIVISION

This Exception is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said Exception interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude, or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this Exception, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

If City Council does hereby approve this Exception the owner of this Exception shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this Exception.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this Exception shall be withdrawn and considered null and void.

BE IT ORDAINED by the City Council of the City of Sulphur Louisiana, that they do hereby grant an Exception to Ronald Cart, 3417 Maplewood Drive, to allow for living in a Business District.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

8-12-25

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

PRINT NAME

DATE

PROPERTY OWNER INFORMATION

Name of Property Owner: Ronald W Cart

(Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address: 1043 Michelle Drive City: Sulphur State: LA Email: tracnor@yahoo.com

Physical Address: 1043 Michelle Drive City: Sulphur State: LA

Phone Number (H) (W) (C)

PROPERTY INFORMATION

Location Address: 3417 Maplewood Drive Ste. A, Sulphur, LA 70663

Present Zoned Classification:

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

Calcasieu Parish, State of Louisiana, Lot (4) Four of Block "A" of Magnolia Park Subdivision, Sulphur.

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES NO

YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL: RWC

REQUEST INFORMATION

☐ REZONE ☒ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From To

Purpose of Request:

Allowance of living quarters use

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

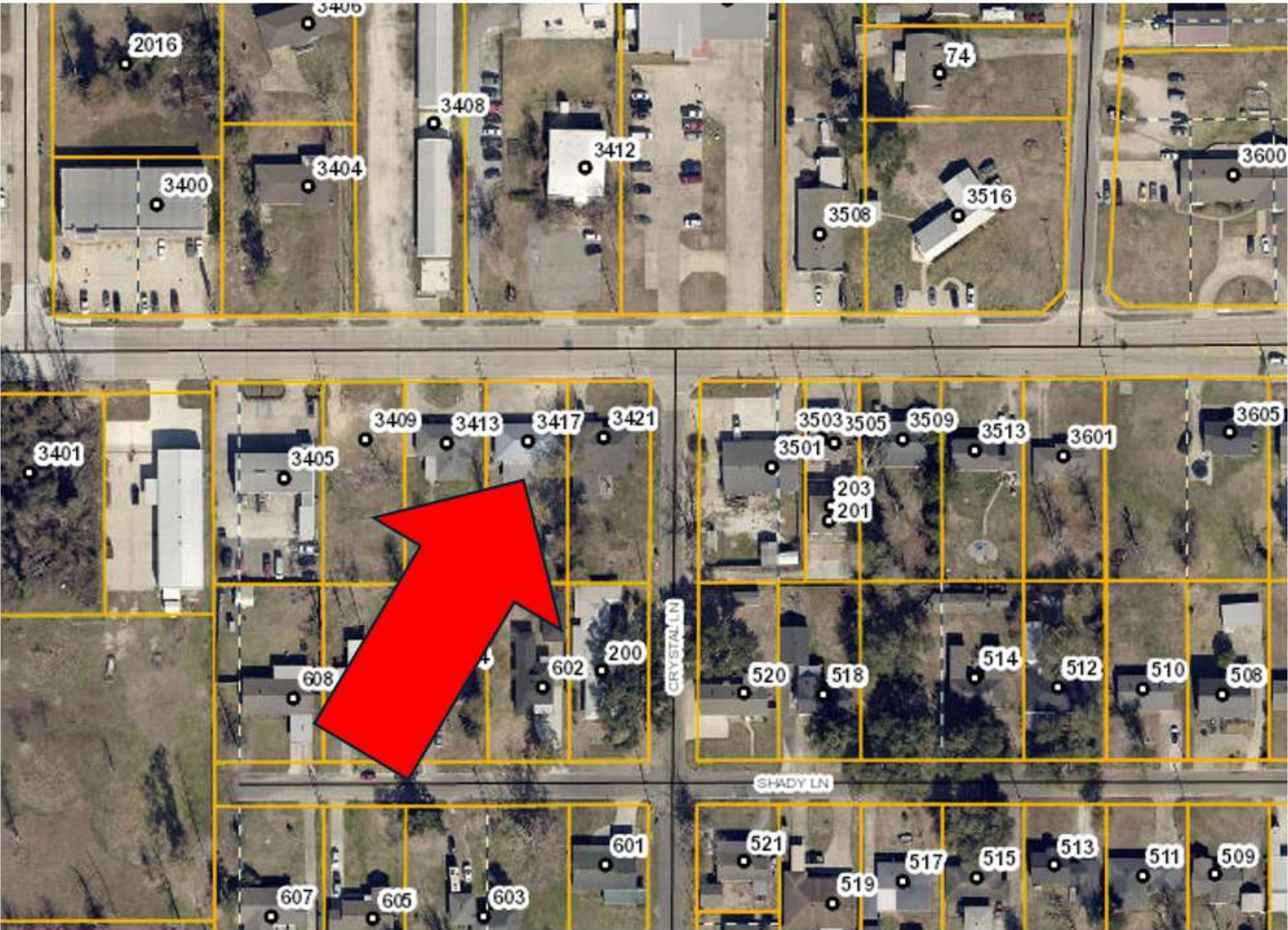
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature: Date: 8-11-2025

	Yes	No	N/A
1. Is site located within the City Limits?	X		
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?		X	
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	X		
4. Will the location be served by a fire protection?	X		
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?		X	
6. Is property within a designated flood hazard area?			X
Flood zone classification bfe ft			









ORDINANCE NO. _____ M-C SERIES

ORDINANCE GRANTING A REZONE TO KAB INVESTMENTS LLC, 201 DOIRON STREET, FROM MIXED RESIDENTIAL TO BUSINESS TO ALLOW FOR A STONE WAREHOUSE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to KAB Investments LLC, 201 Doiron Street, from Mixed Residential to Business to allow for a stone warehouse for the following described property:

DESCRIPTION:

TO FOLLOW

This rezone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said rezone interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude, or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this rezone, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this rezone the owner of this rezone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this rezone.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this rezone shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to KAB Investments LLC, 201 Doiron Street, from Mixed Residential to Business to allow for a stone warehouse.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

8-5-25

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

PRINT NAME

Tanner Miller

DATE

8-5-25

PROPERTY OWNER INFORMATION

Name of Property Owner Tanner Miller (KAB INVESTMENTS LLC)

(Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address: 200 Dorion St. Ste. 2 City: Sulphur State: LA Email: designteam@swlaconstructors.com

Physical Address: 200 Dorion St. Ste. 2 City: Sulphur State: Louisiana

Phone Number (H) (W) (337) 476 - 5112 (C)

PROPERTY INFORMATION

Location Address: 201 Dorion St. Ste. 2 Sulphur La 70663

Present Zoned Classification: Mixed Res.

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

@340910-0000-1300000-0000 @340910-0000-1300000-0000-GOM WHERE W LINE DORION ST INTERSECTS N LINE S P R R TH W
ALONG RAILROAD 50 FT ML N 210 FT ML TO S LINE LOT 16 BLK 1 DORION ADD E 50 FT ML TO W ROW LINE DORION ST TH SLY 210 FT ML ALONG W ROW LINE OF
STREET TO CORNER IN BWN P SET TO IMPROVING EX 1/4 SEC 10 TOWNSHIP 10 N R 10 E AND GEORGE ISAAC B 1527 P 58 B 1518 P 73 R 14 REF 2-20-19 TO
STATE FOR 2003 TAXES \$ 3181 P 550 03 REF 3-REDEEMED FROM STATE FOR 2003 TAXES FILED 2706043 B 3149 P 773 04-

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR

YES

NO

YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING

INITIAL

REQUEST INFORMATION

☒ REZONE ☐ EXCEPTION ☐ SUBDIVISION ☐ BILLBOARD ☐ PRE. PLAT ☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From Mixed Res. To Business

Purpose of Request: We are requesting a lot line adjustment to accommodate the future construction of a stone warehouse to be located on the adjacent property.

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series.

Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request.

Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing.

Applicant Signature:

Date:

July 28th 2025

1. Is site located within the City Limits?
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?
4. Will the location be served by a fire protection?
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?
6. Is property within a designated flood hazard area?

Flood zone classification bfe ft.

Yes

No

N/A

X

X

X

X

X

X

A final plat will be submitted once approved by Council















ORDINANCE NO. _____, M-C SERIES AS AMENDED

ORDINANCE AMENDING CHAPTER 13.5, SECTION 151 OF THE CODE
OF ORDINANCES OF THE CITY OF SULPHUR, LOUISIANA –
SOLICITORS, ITINERANT VENDORS – GOING UNINVITED ON PRIVATE
PREMISES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 13.5, Section 151 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 13.5-151. Solicitors, itinerant vendors—Going uninvited on private premises.

The practice of going to or upon private or public premises in the city by solicitors, itinerant vendors, or other sellers of merchandise or services not having been requested or invited to do so by the owner or occupant thereof for the purpose of soliciting orders for the sale or exchange of goods or services, or disposing of or peddling the same, ~~without a written registration from the city as provided for under section 13.5-152~~ is punishable as a misdemeanor.

The provisions of this section shall not apply to churches, governmental surveys **or information**, candidates for elective office or their supporters, nonprofit and charitable organizations which have been declared exempt from taxation under section 501(c)(3) of the Internal Revenue Code of the United States, students of private or public schools under the age of nineteen (19), members of recognized firefighter or police associations, recognized scouting organizations, or persons advocating a cause not involving a commercial transaction or solicitation of funds or goods of any kind.

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 13.5 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR TO DELETE SECTION 152 IN
ITS ENTIRETY – SOLICITATION – REGISTRATION REQUIRED.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 13.5, Section 152 of the Code of Ordinances of the City of Sulphur to delete Section 152 in its entirety – Solicitation – Registration Required as follows:

~~Sec. 13.5-152. Solicitation – Registration required.~~

- ~~(a) Any person or organization desiring to solicit funds, including contributions or payments of any kind or the distributing of literature which solicits contributions or payments, by going in or upon private residences in the city or by going in or on any office building, place of business, or other public building within the municipality uninvited to solicit, or to represent to solicit shall first obtain a written registration from the chief building official, or his designee, hereinafter referred to as "building official." The request for a written registration shall be in a form prescribed by the building official, setting forth at least the following:~~
- ~~(1) The full name, permanent mailing address, temporary local address, telephone and cell number of the person or organization sponsoring, promoting, or conducting the proposed activities, and of the person or persons who will have supervision of and responsibility for the activity;~~
 - ~~(2) The full name, permanent mailing address, temporary local address, telephone and cell number, and driver's license or other federally recognized form of personal identification of each individual person who will be engaged in the proposed activity within the municipality;~~
 - ~~(3) A description of the proposed activities, including the type of communication, literature, and the subject matter and purpose of the proposed solicitation or distribution of literature;~~
 - ~~(4) The dates on which the activities or solicitations are proposed to be carried out;~~
 - ~~(5) A description or explanation of the purpose or purposes for which the activities are proposed to be conducted and the proceeds of solicitation utilized;~~
 - ~~(6) A statement to the effect that the requested registration will not be used or represented in any way as endorsement of the city, or by any department or office thereof;~~
 - ~~(7) Such other information as may be reasonably required by the building official in order for him/her to be able to appraise the public of the nature and purpose of the solicitation; and~~
 - ~~(8) In addition to the required information, each prospective registrant who will be engaging in the proposed activity shall submit to a federal background check reviewed by local law enforcement authority, the cost of which will be paid by the prospect. Based on the results of the background check, the building official can refuse to issue a registration to any person whose background check reveals a potential threat to public safety upon the recommendation of local law enforcement.~~
 - ~~a. That the person engaging in the proposed activity is not registered on the National Sex Offender Registry.~~
 - ~~b. That the person engaging in the proposed activity has not, within the preceding seven (7) years, been convicted of any felonies, sexual offenses, violent crimes or any misdemeanors involving theft.~~
 - ~~(9) Whenever a registration is issued by the building official, each registrant will be issued a photo identification which shall be carried on his/her person and clearly visible in plain view when engaging in such activities. The registration becomes valid and complete upon the issuance of both the registration and photo ID. A reasonable fee for the cost of the production of the photo ID shall also be charged.~~
- ~~(b) Such request for a registration shall be filed with the building official at least three (3) days prior to the commencement of the proposed activity. If at any time while the request is~~

pending, or after the registration has been issued, there is any change of fact, policy, method, or information given in the request or is contrary to or in conflict with the registration that was issued and is on file, the registrant shall notify the building official in writing thereof within two (2) days after such change. The failure to do so shall nullify the registration.

- ~~(c) Registrations issued under this section shall be effective for a period of time not to exceed ninety (90) days, shall not be non-transferable, and shall bear the name of the registrant, the date of registration expiration, and such other information as determined necessary by the building official. A registration fee of one hundred dollars (\$100.00) shall be charged for the issuance of each such registration.~~
- ~~(d) The building official may decline or deny the issuance of a registration for any proposed activity which is unlawful, is misleading, is deceptive, or violates the privacy of the citizens of the city. In making a determination to issue or deny any registration, the building official may rely solely on information which is set forth in the request or readily available from other public agencies or independent organizations. There shall be no responsibility on the part of the building official or the city to otherwise investigate the qualifications or operations of a registrant.~~
- ~~(e) During all times of authorized activity, the valid, city issued photo identification obtained by the peddler/solicitor shall be worn on the outer clothing of the individual or otherwise displayed, as to be clearly visible to any person who might be approached by the peddler/solicitor.~~
- ~~(f) In connection with any solicitation for which a registration is issued or required by this section to be obtained, the following activities are prohibited and shall constitute a violation of this section and cause for revocation, termination, or denial of a registration and cessation of the requested activity:
 - ~~(1) Solicitation without prior registration or any manner which does not conform to the conditions or limitations set forth in this section;~~
 - ~~(2) Falsification of any information set forth in the request for registration;~~
 - ~~(3) Going uninvited to any private residence, place of business, or office before the hour of 9:00 a.m. or after the hour of 6:00 p.m.;~~
 - ~~(4) Going uninvited to any location other than the front door or main entrance of any residence, place of business, or office building at any time;~~
 - ~~(5) Repeated uninvited visits to the same premises during the term of this registration;~~
 - ~~(6) Solicitation on or beside municipal streets or public highways, or by approaching drivers or passengers or motor vehicles in any location;~~
 - ~~(7) The offering of any merchandise of more than nominal cost or value in exchange, or in connection with any solicited payment, donation, or contribution;~~
 - ~~(8) Solicitation of orders or the receipt of any form of payment for the future delivery or provision of any merchandise or services;~~
 - ~~(9) The offering of any raffle tickets or any form of participation in any lottery or game of chance;~~
 - ~~(10) Solicitation of funds for any purpose, including political or profit motivated activity, which a nonprofit organization is prohibited from conducting by section 501(c)(3) or other provision of the United States Internal Revenue Code;~~
 - ~~(11) Going uninvited to any private residence, place of business, or office that has been properly posted with "No Trespassing" or "No Solicitation" signs on the premises as proscribed by section 13.5-151 of this Code.~~
 - ~~(12) Penalty. A violation of this section is punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed thirty (30) days, or by both.~~~~

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor’s signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 17, SECTION 48 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – DISTRIBUTION ON INHABITED PRIVATE PREMISES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 17, Section 48 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 17-48. Distribution on inhabited private premises.

It shall be unlawful for any person to distribute any handbill, poster, dodger or advertising matter of any kind in or upon any private residence which is inhabited. ~~except by handing or transmitting the matter directly to the occupant or other person then present upon the premises; provided, however, that unless requested by anyone upon the premises not to do so, a person distributing the matter may place or deposit it in or upon the premises, if placed or deposited so as to secure or prevent it from being blown or drifted about, except that mailboxes may not be so used when prohibited by federal postal laws or regulations.~~

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor’s signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 17, SECTION 49 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR – PLACING HANDBILLS IN VEHICLES PROHIBITED.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 17, Section 49 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 17-49. Placing in vehicles prohibited.

It shall be unlawful for any person to distribute, deposit, place, throw, scatter, drop or cast any handbill, poster, dodger or advertising matter of any kind in or upon any automobile or other vehicle **which is located on private property**. The provisions of this section shall not be deemed to prohibit the handing, transmitting or distributing of any such matter to the owner or other occupant of any automobile or other vehicle who is willing to accept the same **if they are not on private property**.

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CEA TO FOLLOW IN NOVEMBER

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR SENIOR CENTER UPGRADES.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of fifty thousand and 00/100 (\$50,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Senior Center Upgrades. Additionally, improvements to the Senior Center, which operates to provide community outreach services to the senior citizen population within the City of Sulphur.

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o’clock _____.m.
on this _____ day of _____,
2025, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR REPLACEMENT OF FIRE HYDRANTS.

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of one hundred thousand and 00/100 (\$100,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: Replacement of fire hydrants for the purpose of fire safety and suppression in the event of a fire.

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CEA AND PROJECT TO FOLLOW IN NOVEMBER

ORDINANCE NO. _____, M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TREASURY STATE OF LOUISIANA FOR (TO BE DETERMINED BY NOVEMBER COUNCIL MEETING).

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of the 2025 RLS contains a line item appropriation within the Agency’s budget for the benefit of City of Sulphur of which the sum of one hundred twenty-five and 00/100 (\$125,000.00) dollars has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof; and

WHEREAS, the public purpose is described as: (to be determined by November Council meeting).

BE IT ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o’clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o’clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR GIS (GEOGRAPHICAL INFORMATION SYSTEMS) MAPPING.

WHEREAS, the endeavor contemplated herein is to assist in the management and utilization of information in order to enhance the services that they provide and to improve the lives of their citizens in Southwest Louisiana; and

WHEREAS, the City of Sulphur further agrees to remit payment for total first-year costs of forty-five thousand five hundred dollars (\$45,500) within (60) days of commencement of this Agreement; and

WHEREAS, this Agreement shall have an initial term commencing on December 1, 2025, and expiring on November 30, 2029. At the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides sixty (60) days advance written notice of its intent not to renew the Agreement.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for GIS (Geographical Information Systems) mapping.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

CALCASIEU PARISH POLICE JURY			
Operational Cost for Services to:			
CITY OF SULPHUR			
December, 2025 - November 2026			
	Operational Costs		
1	ESRI Software Maintenance & Data Storage	\$9,000.00	
2	Tax and Annexation Edits	\$4,500.00	
3	Data Maintenance of various layers	\$4,500.00	
4	Subdivision & Addressing Data Maintenance	\$5,000.00	
5	Various Maps	\$500.00	
6	Fenstermaker hosting fees - \$750.00/month	\$9,000.00	
7	Fenstermaker yearly maintenance fees \$1500.00/page	\$3,000.00	
8	Fenstermaker monthly/quarterly updates	\$4,000.00	
9	Aerial Photography per year	\$6,000.00	
		\$45,500.00	



CALCASIEU PARISH POLICE JURY
Governing Authority of Calcasieu Parish, Louisiana

GEOGRAPHIC INFORMATION SYSTEMS
901 Lakeshore Drive - 3rd Floor
Lake Charles, LA 70601
337/721-4140
gis@calcasieu.gov
calcasieu.gov

September 11, 2025

Honorable Mike Danahay
Mayor, City of Sulphur
Post Office Box 1309
Sulphur, LA 70664

INVOICE

Joint Services Agreement for Geographical Information Systems (GIS) services Operational costs

Contract Amount (December 2025 - November 2026)	\$45,500.00
Total Amount Due	\$45,500.00

Remit Payment to:

Calcasieu Parish Police Jury
GIS Department
901 LakeShore Dr, 3rd Floor
PO Drawer 3287
Lake Charles, LA 70602-3287

Vision • Collaboration • Dependability • Financial Stewardship

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2025, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Dane R. Bolin, and THE CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, both the CITY and the PARISH wish to avail themselves of the provisions of the Louisiana Local Services Law pursuant to Louisiana Revised Statutes 33:1321 et. seq. authorizing both entities to act jointly in order to enhance the services that they provide and to improve the lives of the citizens in Southwest Louisiana;

WHEREAS, both the CITY and the PARISH utilize Geographic Information Systems (GIS) to assist in the management and utilization of information in order to enhance the services that they provide and to improve the lives of their citizens in Southwest Louisiana;

WHEREAS, there exists a substantial need to enhance the use of GIS within the CITY and the PARISH; and

WHEREAS, the CITY and the PARISH consider the public benefit of acting jointly in order to enhance the services that they provide to improve the lives of the citizens is proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH and the CITY hereby agree that the PARISH shall assume overall responsibility for the administration of GIS services for the CITY. The PARISH shall be responsible for the following:

- Maintaining and transferring the CITY's existing GIS data to the PARISH's ArcServer database.
- Servicing the general public by creating standard maps, including those with city limits, zoning, council districts, flood zones, and parcel data. Said maps shall be made available to the public and the CITY upon request.
- Maintaining and updating any CITY GIS data housed by the PARISH.

The CITY shall be responsible for the following:

- Collecting data, either internally or through outsourcing, and submitting the data in an acceptable GIS format to the PARISH for updating on a quarterly basis.
- Providing on a quarterly basis all changes or updates to any coverage that the PARISH is to maintain for the CITY.
- Providing funding to the PARISH for services described in this Agreement.
- Requesting projects via the CITY's Director of Public Works or the CITY's Information Technology Manager with the CITY's established priority ranking and, upon receiving the finished projects from the PARISH, distributing as necessary.
- Establishing a wireless or hard-wired connection between CITY and PARISH offices to ensure the CITY has instant, continuous access to its GIS data, and funding all costs related to the installation and maintenance of this connection.

2. Term of Agreement

This Agreement shall have an initial term commencing on December 1, 2025, and expiring on November 30, 2029. At the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either party provides sixty (60) days advance written notice of its intent not to renew the agreement.

3. Payment Terms

Under this agreement, the CITY agrees to remit payment for total first-year costs of forty-five thousand five hundred dollars (\$45,500) within sixty (60) days of commencement of this Agreement. Every year, the PARISH will revise the annual billing amounts, as outlined in Exhibit A, to the CITY to account for any compensation-related increases and for the actual cost of supplies. The PARISH will invoice the CITY in September of each year at the revised billing amount determined for that year. The CITY will pay the PARISH a mutually agreed-upon cost sharing amount for any new GIS projects which benefit both parties.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future

payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed to and signed by both parties. This agreement shall not be assignable by either party without the written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

6. Liability, Indemnity and Insurance

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial CITY Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Dane R. Bolin, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the CITY's representative is:

Honorable Mike Danahay, Mayor
City of Sulphur
101 North Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that 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 of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____, 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
DANE R. BOLIN, ADMINISTRATOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2025, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 1, SECTION 14 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO CHANGE FROM OFFICE OF ORDINANCE ENFORCEMENT TO OFFICE OF PROPERTY STANDARDS AND OMITTING SUBSECTION (B) - CITY COUNCIL APPROVAL OF PERSON IN CHARGE OF ENFORCING THE PROVISIONS OF THE CODE OF ORDINANCES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec. 1-14. Establishment of the office of ~~ordinance enforcement~~ property standards.

- (a) The department in charge of enforcing the provisions of the Code of Ordinances with relation to violation such as abandoned vehicles, tall grass, abandoned buildings, and unsightly debris shall be known as the ~~"Office of Ordinance Enforcement"~~ **"Office of Property Standards"**.
- ~~(b) The city council shall approve, by a majority vote of the council, the person in charge of enforcing the provisions of the Code of Ordinances with relation to violation such as abandoned vehicles, tall grass, abandoned buildings, and unsightly debris. This person shall be known as the "Ordinance Enforcement Officer".~~

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby amend Chapter 1, Section 14 of the Code of Ordinances of the City of Sulphur.

BE IT ALSO FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. M-C SERIES

ORDINANCE ENTERING INTO A COOPERATIVE ENDEAVOR
AGREEMENT WITH CALCASIEU PARISH POLICE JURY UNDER THE
HAZARD MITIGATION GRANT PROGRAM FOR THE PARISH WIDE
EMERGENCY GENERATOR PROJECT.

WHEREAS, the Department of Homeland Security has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program (Assistance Listing Number (ALN) 97.039); and

WHEREAS, this agreement addresses the flow of funds from the Department of Homeland Security to the Calcasieu Parish Police Jury who will then provide the same referenced grant funds to the City of Sulphur, as legally allowed by the grant regulations, for any approved scope of work that encompasses the grant objectives of providing design and implementation of the Calcasieu Parish Wide Emergency Generators project as further discussed in Section 1 of the attached agreement; and

WHEREAS, one million seven hundred ten thousand dollars (\$1,710,000.00) has been allocated for the scope of work identified in Section 1 of the attached.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury under the Hazard Mitigation Grant Program for the Parish Wide Emergency Generator Project.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2025.

JOY ABSHIRE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2025, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2025, the foregoing ordinance which has approved/vetoed by the Mayor.

Page 1 of 6

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2025, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "GRANTEE," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Judd Bares, and the CITY OF SULPHUR hereinafter referred to as "SUB RECIPIENT," and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, the Department of Homeland Security has made federal funds available to the State of Louisiana (of which both agencies are hereinafter referred to as "GRANTOR") under the Hazard Mitigation Grant Program (Assistance Listing Number (ALN) 97.039); and

WHEREAS, this agreement addresses the flow of funds from the GRANTOR above to the GRANTEE who will then provide the same referenced grant funds to the SUB RECIPIENT, as legally allowed by the grant regulations, for any approved scope of work that encompasses the grant objectives of providing design and implementation of the Calcasieu Parish Wide Emergency Generators project as further discussed in Section 1 of this agreement; and

WHEREAS, the following include, but are not limited to, the federal or state laws, regulations and policies that may be applicable for this agreement:

- (1) Federal Emergency Management Agency (FEMA) – Hazard Mitigation Assistance Program and Policy Guide (July 30, 2024)
- (2) Title 44 Code of Federal Regulations – Emergency Management and Assistance
- (3) 2 CFR Part 200.100 – 200.346– Uniform Administrative Requirements
- (4) 2 CFR Part 200.400 - 200.476– Cost Principles
- (5) 2 CFR Part 200.500 – 20.521 and Appendices– Audits Requirements
- (6) Louisiana Revised Statutes, Title 38 - Louisiana Public Bid Law

NOW THEREFORE, the GRANTEE and the SUB RECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. Scope of Work

The GRANTOR has provided funds, through its Hazard Mitigation Grant Program (HMGP), to the GRANTEE who is then providing this same funding to the SUB RECIPIENT. Information related to the federal award is attached as Exhibit A. The SUB RECIPIENT shall perform the necessary tasks required in order to accomplish the

objectives of the GRANTOR's Program which have been agreed to by the GRANTEE. This includes complying with all of the applicable federal, state or local laws, regulations and administrative policies as they relate to the SUB RECIPIENT's specific approved project including but are not limited to the references above as well as the following:

- a. SUB RECIPIENT will comply with 2 CFR Part 200 to 200.521 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- b. SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Public Bid Law contained in Louisiana Revised Statute Title 38.
- c. SUB RECIPIENT will adhere to the requirements of the GRANTOR's Hazard Mitigation Assistance Program and Policy Guide (July 30, 2024).
- d. SUB RECIPIENT will adhere to the scope of the project and/or budget estimates previously provided to the GRANTEE and any deviations should be properly approved.
- e. SUB RECIPIENT will comply with the attached Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- f. SUB RECIPIENT will comply with the attached Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- g. SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- h. SUB RECIPIENT must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement subject to 44 CFR § 7 and §16 and 44 CFR §206.11.
- i. SUB RECIPIENT will not hire or pay any contractor who is listed by the federal government as disbarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- j. SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.
- k. SUBRECIPIENT agrees to comply with the Louisiana Code of Governmental Ethics (La R.S. 42:1101, *et seq.*) in carrying out the provisions of this agreement.
- l. SUB RECIPIENT will provide copies of all purchasing activity documentation (including but not limited to RFQs, sealed bids, RFPs, professional services and construction agreements) to the GRANTEE for review and approval prior to any bid solicitation and/or contract award activity is executed. The SUB RECIPIENT is restricted from proceeding with procurement activity (advertising, issuing bid package, etc.) and awarding of contracts until receiving approval from the GRANTEE.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR's Hazard Mitigation Grant Program, the SUB RECIPIENT shall perform tasks in accordance with the FEMA award letter, a copy of which will be provided to the SUBRECIPIENT and is considered as much a part of this agreement as if repeated verbatim herein:

Properly procure for the design, purchase, and installation required to complete the Calcasieu Parish Wide Emergency Generators project for the locations identified in Exhibit E. The locations will not be changed without written approval from the GRANTOR. Any and all expenses associated with the transportation, delivery and installation are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

Since this equipment is purchased with federal funds, the SUB RECIPIENT agrees to adhere to the equipment requirements of 2 CFR, Part 200.310 to 200.316. Those requirements include, but are not limited to, conducting a physical inventory of the equipment at least once every two years for the life of the equipment and requesting GRANTEE and GRANTOR approval to dispose of, sale or otherwise transfer any equipment if the equipment was initially purchased with federal funds.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any equipment purchased with federal funds if said equipment is no longer of use to the SUB RECIPIENT, whether the equipment is considered to be surplus, obsolete, broken, etc. If any item can no longer be located, whether lost, stolen, or of unknown disappearance, then the SUB RECIPIENT shall notify the GRANTEE, in writing in a timely manner, and provide a copy of the local law enforcement's report of the same. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

No brick and mortar or ground disturbing work may commence without the approval of the GRANTOR.

2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue until three years after close out of this grant by both federal and state GRANTORS. All work related to the above activity must be completed by November 21, 2025 unless specifically extended by both the GRANTOR and the GRANTEE.

3. Payment Terms of Grant Funding

The following amount has been allocated for the scope of work identified in Section 1 above:

One million seven hundred ten thousand dollars - \$1,710,000.00

Reimbursement under this agreement is contingent upon the GRANTEE receiving approval from the GRANTOR for funds under the Hazard Mitigation Grant Program. The SUB RECIPIENT shall only be paid, for activity approved under the scope of services which are rendered under this agreement, from funds allowed by the GRANTOR. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will issue invoices to the GRANTEE at least on a monthly basis supplying sufficient documentation to meet the reporting requirements of the HMGP Program. The GRANTEE will then reimburse the SUB RECIPIENT after receipt of funds from the GRANTOR.

Any questioned costs which may occur at any point in this process (including the three-year period after grant closeout by either the federal and/or state GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Monitoring and Review

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under this agreement and determine if the SUB RECIPIENT has timely achieved the Scope of Work stated in Section 1 above. The GRANTEE will develop a Monitoring Plan to be provided to the SUB RECIPIENT based upon a risk assessment of the SUB RECIPIENT. The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. The Monitoring Plan will provide detailed monitoring and review activities which will provide for advance review and approval of all procurement activity related to project activity funded by the grant and may also include technical progress compared to the intended milestones and deliverables; actual expenditures compared to the approved budget; review of SUB RECIPIENT's reimbursement requests including detailed backup documentation ; or other subject matter specified by the GRANTEE. The GRANTEE will perform ongoing monitoring of the SUB RECIPIENT for the purpose of identifying deficiencies and providing follow-up to ensure proper remediation.

5. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed to and signed by both parties. This agreement shall not be assignable by either party without the written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

6. Records, Audits and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of a federal reimbursement grant (Hazard Mitigation Grant Program – Assistance Listing Number (ALN) 97.039) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant. This is also an acknowledgement that Federal Emergency Management Agency (FEMA) financial assistance may be used to fund all or a portion of this agreement. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT's use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT's decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT's own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT: (1) modify the GRANTEE's work product appropriate to the SUB RECIPIENT's own needs, (2) create and adopt the SUB RECIPIENT's own work product separate from the GRANTEE's work products, or (3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT's needs. If the SUB RECIPIENT utilizes any of the GRANTEE's work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person

so designated. Subrecipients that expend more than \$1,000,000 in Federal funds during their fiscal year must complete a single audit in accordance with Title 2, Subtitle A, Chapter II, Part 200, Subpart F, as applicable, and are responsible for any corrective action associated with any finding reported by the subrecipient's auditor.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years after the close out of the grant or three (3) years from the final contractual payment under this agreement, whichever is later. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the State of Louisiana Governor's Office of Homeland Security, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge. The SUB RECIPIENT agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the work being completed, if necessary, under the agreement. In compliance with the Disaster Recovery Act of 2018, the GRANTEE and the SUB RECIPIENT acknowledge and agree that no language in this agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations as well as the federal contract clauses addressed in Exhibit B, and certifications addressed in Exhibit C, attached, where applicable:

a. Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive

Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification (see Exhibit D attached) stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352,
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system,
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

¹ Davis Bacon Act is not applicable to this agreement.

(including but not limited to iron, aluminum, steel, cement, and other manufactured products),

- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

b. National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic,
- (7) **Energy Policy and Conservation Act** which requires the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required),
- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal

simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,

- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste,
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint,
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval, and
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibit the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges.
- (17) **8 U.S.C. § 1324a(e) [§74A(e) of the Immigration and Nationality Act]** which prohibits the awarding of publicly funded contracts to any contractor who knowingly employs unauthorized alien workers.

In compliance with item 5(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e. suspensions, debarments) on the "System for Award Management" (SAM.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a "disbarred" or "active exclusion" contractor or subcontractor.

The SUB RECIPIENT will not knowingly award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the SUB RECIPIENT considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the SUB RECIPIENT is grounds for unilateral cancellation of this Agreement by the Recipient.

7. Liability, Indemnity and Insurance

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE's employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the SUB RECIPIENT's duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT's employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

8. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

9. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any Hazard Mitigation Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

10. No Authorship Presumptions

The GRANTEE and the SUB RECIPIENT have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The GRANTEE and the SUB RECIPIENT hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

11. Address of Notices and Communications

All notices between the GRANTEE and the SUB RECIPIENT provided for pursuant to this agreement shall be in writing. The name and address of the GRANTEE's representative is:

Mr. Judd Bares, Police Jury President
Calcasieu Parish Police Jury
Post Office Box 1583
Lake Charles, Louisiana 70602

The name and address of the SUB RECIPIENT's representative is:

Honorable Mike Danahay, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the GRANTEE or the SUB RECIPIENT changes during the terms of this agreement, or that 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 of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2025, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
JUDD BARES, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____, 2025, in _____,
Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due
reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MIKE DANAHAAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Subrecipient Name: The City of Sulphur

Subrecipient Identification Number: LW5QYD82N786

Federal Award Identification Number: DR-4559-0042-LA

Original Federal Award Date: May 22, 2024

Subaward Period of Performance (Start and End Date): July 19, 2024 – November 21, 2025

Subaward Budget Period Start Date and End Date: July 19, 2024 – November 21, 2025

Amount of Federal Funds Obligated in the subaward to the GRANTEE: \$2,962,250.00,

Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the GRANTEE, including the current financial obligation: \$1,710,00.00

Total Amount of Federal Award committed to SUBRECIPIENT by the GRANTEE by this action: \$1,710,000.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Calcasieu Parish Wide Emergency Generators Project

Name of Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Name of Pass-Through Entity and Contact Information: Calcasieu Parish Police Jury
Mr. Dane R. Bolin, Administrator
P.O. Box 1583
Lake Charles, LA 70602

Assistance Listing Number (ALN): 97.039

Identification of Whether Award is Research and Development: No

Indirect Cost Rate for Federal Award: N/A

Sulphur Locations

Exhibit E

Site Name	Address	City	Latitude/Longitude
Cypress Street S-Curve Sewer Pump Station	1304 Loretto Ave	Sulphur	30.2281, -93.3614
Forest Park Sanitary Sewer Pump Station	1005 Simone Drive	Sulphur	30.2331, -93.3381
Francis Avenue Sanitary Sewer Pump Station	905 Bernadette Dr.	Sulphur	30.2239, -93.3672
Highway 90 Sanitary Sewer Pump Station	1201 Napoleon St.	Sulphur	30.2358, -93.3878
Jodi Drive Sanitary Sewer Pump Station	50 Pinewood Dr.	Sulphur	30.2319, -93.3125
Lowe's Sanitary Sewer Pump Station	315 S. Cities Service Hwy	Sulphur	30.2189, -93.3250
Mosswood Sanitary Sewer Pump Station	1139 Mosswood Drive	Sulphur	30.2036, -93.3531
Prater Road Sanitary Sewer Pump Station	1001 Prater Rd.	Sulphur	30.2275, -93.3083
Sara Street Sanitary Sewer Pump Station	1402 Sara St.	Sulphur	30.2272, -93.3939
Starlin Sanitary Sewer Pump Station	915 Starlin St.	Sulphur	30.2211, -93.3647
Summerwood Sanitary Sewer Pump Station	245 Summerwood Dr.	Sulphur	30.2344, -93.3181
Westpoint Sanitary Sewer Pump Station	404 Michigan Ave.	Sulphur	30.2308, -93.3572
Winner's Choice Sanitary Sewer Pump Station	100 Dennis Ave.	Sulphur	30.2128, -93.3250
North Beglis Sanitary Sewer Pump Station	1719 Soybean Rd.	Sulphur	30.2500, -93.3581
Sonic Sanitary Sewer Lift Station	1998 E. Napoleon St.	Sulphur	30.2369, -93.3561

*The locations will not be changed without written approval from the GRANTOR.

RESOLUTION NO. _____, M-C SERIES

RESOLUTION ADOPTING THE FEDERAL GRANT MANUAL FOR
SUBRECIPIENTS FOR FUNDING FROM HAZARD MITIGATION
GRANT PROGRAM FOR THE 4559 HMGP EMERGENCY GENERATOR
PROJECT.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the
governing authority thereof, that they do hereby adopt the Federal Grant Manual for
Subrecipients for funding from Hazard Mitigation Grant Program for the 4559 HMGP
Emergency Generator Project.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.


JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



FEDERAL GRANT MANUAL FOR SUBRECIPIENTS



HAZARD MITIGATION GRANT PROGRAM
AUGUST 2025

FEDERAL GRANT MANUAL FOR SUBRECIPIENTS HAZARD MITIGATION GRANT PROGRAM

Table of Contents

1	Purpose & Applicability	4
1.1	Purpose of this Manual	4
1.2	Who Must Follow this Manual	4
1.3	Adoption of this Manual	4
1.4	What this Manual Covers	4
1.5	Why Compliance Matters	5
1.6	Subrecipient Responsibilities Summary	5
2	General Responsibilities of Subrecipients	5
2.1	Overview	5
2.2	Core Responsibilities	5
2.3	Subrecipient Acknowledgement	6
2.4	Tools and Support	6
3	Allowable Costs & Match Requirements	7
3.1	Overview	7
3.2	What is an Allowable Cost?	7
3.3	Examples of Unallowable Costs	7
3.4	Supporting Documentation Requirements	8
3.5	What is Local Match?	8
3.6	What Counts as Match?	8
3.7	Match Documentation	8
3.8	Budget Revisions	9
3.9	Summary Responsibilities	9
4	Procurement Requirements	9
4.1	Overview	9
4.2	Key Principle of Federal Procurement	10
4.3	Procurement Methods by Threshold	10

4.4	Applicable Standards for Louisiana HMA Subrecipients	11
4.5	Required Contract Clauses	11
4.6	Use of Non-Competitive (Sole Source) Procurement	12
4.7	Suspension and Debarment Checks.....	12
4.8	Documentation Requirements	12
4.9	Contracting with Minority and Women-Owned Businesses.....	12
4.10	Summary of Subrecipient Procurement Responsibilities.....	13
5	Reporting & Reimbursements	13
5.1	Overview.....	13
5.2	Types of Required Reports	13
5.3	Reimbursement Process	14
5.4	Reporting Deadlines	14
5.5	Recordkeeping.....	14
5.6	Summary of Responsibilities	15
6	Conflict of Interest & Code of Conduct	15
6.1	Purpose	15
6.2	What is a Conflict of Interest?.....	15
6.3	Federal Requirements	15
6.4	Prohibited Conduct	16
6.5	Subrecipient Responsibilities	16
6.6	Conflict of Interest Disclosure.....	16
6.7	Code of Conduct Standards	16
6.8	Recordkeeping and Monitoring	17
6.9	Summary of Responsibilities	17
7	Record Keeping	17
7.1	Purpose	17
7.2	What Records Must be Kept	18
7.3	How Long to Keep Records.....	18
7.4	Format and Accessibility	18
7.5	Access to Records	19
7.6	Recordkeeping Checklist.....	19
7.7	Summary of Responsibilities	19

8	Fraud, Waste, & Abuse	20
8.1	Purpose	20
8.2	Definitions	20
8.3	Federal Requirements	20
8.4	How to Report Concerns	20
8.5	Prevention Responsibilities	21
8.6	What Happens After a Report	21
8.7	Summary of Responsibilities	21
9	Civil Rights Compliance (Title VI)	21
9.1	Purpose	21
9.2	Legal Requirements	22
9.3	Prohibited Discrimination	22
9.4	Required Actions by Subrecipient	22
9.5	Required Statements	23
9.6	Complain Procedures	23
9.7	Summary of Responsibilities	23
10	Grant Closeout Procedures	23
10.1	Purpose	23
10.2	What is Closeout?	24
10.3	Subrecipient Closeout Responsibilities	24
10.4	Unspent or Disallowed Funds	24
10.5	Final Site Visit or Review	24
10.6	Summary of Responsibilities	24
11	Conclusion & Key Takeaways	25
11.1	Why this Manual Matters	25
11.2	Top Five Things to Remember	25

1 Purpose & Applicability

1.1 Purpose of this Manual

This manual is designed to help subrecipients of federal funds from the Grantee understand and comply with key grant management requirements under the FEMA Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP). The manual outlines the minimum compliance standards required under federal regulations, specifically:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 CFR Part 78 – Flood Mitigation Assistance
- 44 CFR Part 206, Subpart N – FEMA HMGP regulations
- Hazard Mitigation Assistance Program and Policy Guide (HMA PPG)

As a recipient of federal funds from the State of Louisiana, the Grantee is responsible for ensuring that all subrecipients, including local governments and districts, comply with federal requirements. This manual is intended for subrecipients who may not have their own internal grant policies or formal administrative systems in place. It outlines the minimum expectations for responsible grant management and serves as a compliance resource.

1.2 Who Must Follow this Manual

This manual applies to all entities receiving federal mitigation funds from the Grantee through the HMGP program. These subrecipients may include:

- Municipalities, villages, and towns
- Drainage or flood control districts
- Fire departments or emergency response agencies
- Local utility authorities or boards
- Eligible nonprofit organizations
- Other political subdivisions

1.3 Adoption of this Manual

A subrecipient without existing written grant policies or internal controls manual must adopt this manual for use in managing HMA funds. Adoption includes:

- Passing a resolution agreeing to follow the standards set forth in this manual as applicable to the HMA program

Note: Adoption of this manual ensures compliance with 2 CFR 200, which requires written procedures for financial management, procurement, internal controls, and cost allowability.

1.4 What this Manual Covers

This manual summarizes the core federal grant management responsibilities required of subrecipients, including:

- Maintaining internal financial and operational controls
- Ensuring expenditures are eligible and documented
- Following required procurement processes
- Submitted timely performance and financial reports
- Cooperating with monitoring, audits, and reviews
- Ensuring compliance with civil rights and nondiscrimination laws

Each section contains simplified explanations and may reference more detailed guidance from the Grantee or FEMA.

1.5 Why Compliance Matters

Federal funds come with specific rules and responsibilities. This manual helps subrecipients:

- Avoid audit findings, funding delays, or repayment demands
- Ensure costs are eligible and reimbursed quickly
- Demonstrate good stewardship of public funds
- Maintain eligibility for future grant opportunities

Subrecipients are expected to act as partners in federal grant administration, and failure to comply may result in financial penalties or disqualification from future funding.

1.6 Subrecipient Responsibilities Summary

At a minimum, subrecipients are responsible for:

- Following this manual and applicable FEMA and federal regulations
- Documenting costs and maintaining records for at least three (3) years after closeout of the Subrecipient Agreement
- Submitting accurate and timely reports
- Avoiding conflicts of interest and ensuring ethical conduct
- Cooperating with Grantee and State oversight
- Asking questions when uncertain, the Grantee is here to support your success

2 General Responsibilities of Subrecipients

2.1 Overview

As a subrecipient of federal hazard mitigation funds passed through the Grantee, your organization takes key responsibilities for managing public funds in a compliant and transparent manner. These responsibilities are required by federal law and local policy, and they apply to all subawards under FEMA's Hazards Mitigation Assistance (HMA) programs, including FMA and HMGP.

Even if your organization is small or new to grants, these rules still apply. This section outlines what is expected of every subrecipient.

2.2 Core Responsibilities

All subrecipients must:

1. Follow all grant terms and conditions.
 - Understand what the grant is funding and how funds can (and cannot) be used.
 - Follow all timelines for completing activities and closing out the grant.
2. Maintain sound financial systems and internal controls.
 - You must be able to track every dollar of grant funding.
 - This includes separating grant funds from other funds and preventing misuse.
3. Ensure costs are allowable, reasonable, and documented.
 - Use grant funds only for approved purposes.
 - Keep receipts, contracts, timesheets, and other backup documentation.

4. Follow proper procurement (purchasing) procedures.
 - For any contractors, services, or purchases, follow federal procurement rules, see Section 4.
 - Check that vendors are not suspended or debarred using SAM.gov.
5. Submit timely financial and performance reports.
 - Report how funds are used and progress made.
 - Use Grantee templates or tools as provided.
6. Maintain and retain records for 3 years (or longer, if required).
 - All documents – financial, programmatic, and correspondence – must be kept for possible audits or reviews.
7. Avoid conflicts of interest.
 - Employees or board members must not benefit personally from grant-related decisions.
 - Report any potential conflict to the Grantee immediately.
8. Prevent duplication of benefits.
 - Ensure no person or organization receives federal funds from multiple sources for the same purpose (e.g., SBA loan and FEMA funds for the same repair).
9. Support monitoring and audits.
 - Respond to Grantee or FEMA requests for information.
 - Allow site visits or reviews of your records as needed.
10. Ensure civil rights compliance.
 - Provide equal access to your programs without regard to race, color, national origin, or limited English proficiency.
 - Follow Title VI of the Civil Rights Act and related laws.
11. Report fraud, waste, or abuse.
 - If you suspect misuse of grant funds, you must notify the Grantee or call the Louisiana Legislative Auditor's Fraud Hotline.
12. Close out the grant properly.
 - At the end of the grant, complete all required final reports, cancel open obligations, and return unspent funds if required.

2.3 Subrecipient Acknowledgement

If your organization is receiving federal funds through a pass-through entity and does not have an internal grant policy, you must: **Adopt this manual as your HMA grant management policy.**

This serves as your commitment to follow federal and Grantee rules for managing public funds responsibility.

2.4 Tools and Support

The Grantee will provide the following support to help you succeed:

- Template for reimbursement and performance reports
- Assistance or assuming responsibility for the submission of reimbursements and performance reports
- Technical assistance on procurement or cost eligibility
- Sample forms
- Site visits or check-ins to assist with compliance

If you have questions or concerns, contact the Grant Administrator.

3 Allowable Costs & Match Requirements

3.1 Overview

Federal grant funds can only be used to cover allowable, reasonable, and necessary costs that directly support the approved project. Subrecipients must understand which costs are eligible for reimbursement and how local match (cost sharing) works. This section explains:

- What costs are eligible under FEMA HMA programs
- How to determine if a cost is allowable
- How to document costs for reimbursement
- What qualifies as a local match and how to track it

3.2 What is an Allowable Cost?

A cost is considered allowable under federal rules if it meets all of the following:

Criteria	Explanation
Reasonable	The cost does not exceed what a prudent person would pay under similar circumstances.
Necessary	It is essential to carry out the approved project.
Allocable	It is directly related to the specific project and not shared with unrelated activities.
Consistent	It is treated the same way a similar cost in your organization (e.g., same travel policy for all staff).
Compliant	It follows the terms of the grant award, 2 CFR Part 200, and applicable FEMA/HMA guidance.

Example of allowable costs: design/engineering fees, permitting costs, contractor invoices, labor hours, related supplies/materials.

3.3 Examples of Unallowable Costs

The following are typically not allowable unless explicitly permitted in the grant agreement:

- Alcohol, entertainment, or gifts
- Fines and penalties
- Lobbying or political expenses
- Unapproved equipment purchases
- Excessive or unsupported travel costs
- Costs incurred before grant approval (unless approved as pre-award costs)

Refer to 2 CFR 200.420 – 475 for specific cost categories and eligibility.

3.4 Supporting Documentation Requirements

All expenditures must be supported by documentation. This includes:

- Invoices and receipts
- Payroll records or timesheets (for labor charges)
- Contracts and procurement records
- Proof of payment (e.g., cancelled checks for payment reports)
- Proof of delivery or completion of work
- Grant-related approvals from the Grantee, as applicable (e.g., Notices to Proceed)

Each reimbursement request submitted to the Grantee must include supporting documents.

3.5 What is Local Match?

Most HMA grants require cost sharing, also called “local match.” This is the portion of the project costs not paid by FEMA and must be provided by the subrecipient or another non-federal source.

Program	Typical Federal Share	Typical Match
HMGP	75%	25% (local or state)
FMA	75% - 90%	10% - 25%

Check your Subrecipient Agreement or consult with the Grant Administrator for specific information on local match requirements. Cost shares can change at a federal level or may receive a match from the State of Louisiana, but this is not typical.

3.6 What Counts as Match?

Your local match may come from:

- Cash from your general fund
- Other non-federal grants
- Documented in-kind contributions (e.g., donated labor or materials)
- State contributions (if committed as match)

You may not use other federal grants as match unless specifically allowed.

3.7 Match Documentation

You must document all match contributions in the same way as paid expenses. For in-kind match, keep records such as:

- Volunteer sign-in sheets with labor hours worked
- Hourly rate used to calculate value
- Donation letters with fair market value
- Receipts for donated materials

Matching costs must:

- Be necessary and reasonable
- Be verifiable from records
- Be used during the grant period
- Not be counted toward another federal grant

See 2 CFR 200.306 for additional details.

3.8 Budget Revisions

If you need to reallocate funds between budget categories or experience unexpected costs, notify the Grantee *before* spending differently than budgeted. Some changes may require FEMA or State approval. It is not recommended that you approve contractor changes orders without consulting the Grant Administrator as change orders can impact the approved budget and/or Benefit Cost Ratio (BCR).

3.9 Summary Responsibilities

Responsibility	Subrecipient Action
Ensure costs are allowable	Review 2 CFR Part 200 and grant terms
Maintain documentation	Keep receipts, contracts, payroll, etc.
Track and report match	Maintain records for all match sources
Ask before deviating from budget	Request approval from Grant Administrator

4 Procurement Requirements

4.1 Overview

Any subrecipient that uses federal funds to purchase goods or services (e.g., contractors, engineers, materials) must follow federal procurement standards in addition to any local or state rules. These standards help ensure fair competition, accountability, and cost-effectiveness, and are mandatory under 2 CFR Part 200 Subpart D.

In Louisiana, state procurement rules, primarily under La. R.S. 38:2211 et seq. (for public works and materials/supplies) and La. R.S. 39:1551 et seq. (for services, consulting, and A/E procurement), also apply. In 2025, the Louisiana Legislature enacted significant procurement reforms under SB288, increasing some bid thresholds and modernizing procedures.

Key Rule: Subrecipients must follow the most restrictive (i.e., stricter or more conservative) rule among federal, state, or local laws.

Failure to follow these rules can result in FEMA disallowing costs – meaning your organization would not be reimbursed or might have to return funds.

4.2 Key Principle of Federal Procurement

All purchases made using FEMA HMA funds must follow these basic principles:

Principle	Explanation
Full and open competition	Avoid favoritism. All qualified vendors must have a fair chance to bid.
Transparency	Maintain complete records and justifications for every step.
Cost Reasonableness	Use price comparisons or market research to ensure prices are fair.
No conflicts of interest	Staff involved in the procurement must not benefit personally.
Use of responsible contractors	Contractors must not be debarred or suspended (checked via SAM.gov)

4.3 Procurement Methods by Threshold

Use the correct method based on the total dollar amount of the purchase and the type of good or service. Subrecipients must follow the most restrictive threshold among federal (2 CFR 200.320), Louisiana state law (La. R.S. 38 & 39), and your own written local procurement policy, if more restrictive.

Category of Purchase	Federal Threshold (2 CFR 200.320)	LA Threshold (La. R.S. 38 & 39; SB288)	Detailed Description
Materials & Supplies	Micro: < \$10,000	Quotes: \$5,001 - \$30,000	Federal micro-purchases allow direct buys if reasonable; small purchases require informal quotes. Louisiana requires quotes for purchases over \$5,000 and bids over \$30,000.
	Small: \$10,001 - \$250,000	Bids: > \$30,000	
Public Works Projects	Quotes: \$10,001 - \$250,000	Quotes: \$30,000 - \$250,000	Federal and Louisiana both require sealed bidding for construction/public works contracts exceeding \$250,000.
	Bids: > \$250,000	Bids: > \$250,000	
Professional Services (excluding A/E)	Quotes: \$10,001 - \$250,000	Quotes: \$5,001 - \$75,000	Federal guidance requires competitive proposals. Louisiana uses RFPs for contracts over \$75,000. Quotes required below that threshold.
	Bids: > \$250,000	Bids: > \$75,000	
Consulting Services	Quotes: \$10,001 - \$250,000	Quotes: \$5,001 - \$150,000	Louisiana's 2025 reform raised the RFP threshold for consulting from \$75,000 to \$150,000. Federal regs use competitive proposals over \$250,000.
	Bids: > \$250,000	Bids: > \$150,000	
Architectural/Engineering (A/E)	Qualifications based selection	Qualifications based selection	Both federal and Louisiana rules mandate RFQ for A/E services. Price negotiated after qualification.
Noncompetitive Procurement	Any amount (if justified)	Any amount (if justified)	Allowed under specific exceptions: sole source, public emergency, or inadequate competition.

4.4 Applicable Standards for Louisiana HMA Subrecipients

Procurement Type	Federal Rule	Louisiana Rule	Which Applies?
Micro-Purchases	≤ \$10,000 (no quotes required)	≤ \$5,000 (no quotes required)	Louisiana rule applies (more restrictive)
Small Purchases – Quotes	\$10,001 - \$250,000 (informal quotes)	\$5,001 - \$30,000 (quotes), >\$30k = bids	Louisiana rule applies (lower threshold)
Public Works – Sealed Bids	> \$250,000	> \$250,000	Either – thresholds align
Professional Services (non-A/E)	> \$250,000 (RFP required); quotes allowed under	> \$75,000 (RFP required), \$5,001 - \$75,000 = quotes	Louisiana rule applies (lower RFP threshold)
Consulting Services	> \$250,000 (competitive proposals)	> \$150,000 (RFPs under SB288, 2025)	Louisiana rule applies (lower RFP threshold)
A/E Services – Qualifications	RFQ required, price negotiated after	RFQ required, price negotiated after	Both apply, no conflict

Notes:

- Professional Services (e.g., planning, legal, IT) are governed under La. R.S. 39:1551 et. seq.
- Consulting Services now follow a higher RFP threshold due to the 2025 SB288 reform, raising it from \$75,000 to \$150,000.
- Federal Uniform Guidance requires RFPs only over \$250,000, but Louisiana's thresholds are more conservative and thus take precedence for subrecipients.
- Qualifications Based Selection (RFQ) remains standard for A/E, unaffected by dollar thresholds.

Always check with the Grant Administrator before making large purchases or using non-competitive methods.

4.5 Required Contract Clauses

Federal contracts funded by HMA grants must include certain required clauses listed in 2 CFR 200 Appendix II. These include:

- Equal Employment Opportunity
- Davis-Bacon Act (if applicable)
- Termination Rights for Cause and Convenience
- Remedies
- Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- Byrd Anti-Lobbying Amendment
- Rights to Audit and Access to Records
- Rights to Inventions Made Under a Contract or Agreement
- Debarment and Suspension
- Procurement of Recovered Materials
- Prohibition on Contracting for Covered Telecommunications Equipment or Services
- Domestic Preferences for Procurements

The Grantee may provide a contract clause template to ensure compliance.

4.6 Use of Non-Competitive (Sole Source) Procurement

Sole source (non-competitive) procurement is only allowed under limited circumstances, such as:

- Only one vendor is available for the product or service
- A public emergency does not allow time for competition
- FEMA or the State expressly authorizes it
- Competition is determined to be inadequate after solicitation

A written justification must be created and submitted to the Grant Administrator for review and approval before proceeding.

4.7 Suspension and Debarment Checks

Before awarding any contract or making payments to a vendor using federal funds, subrecipients must:

- Check the System for Award Management (SAM.gov)
- Ensure the vendor is not suspended or debarred from doing business with the federal government

You should print or save a screenshot of the SAM.gov search as proof of compliance with your grant files.

4.8 Documentation Requirements

For all procurement actions, subrecipients must maintain:

- Procurement method justification (based on thresholds)
- Copy of solicitation or quotes received
- Evaluation of bids or proposals
- Section decision and rationale
- Signed contract or agreement
- Verification of SAM.gov eligibility
- Invoice and payment records

Keep all documents for **at least 3 years after the closeout of the grant**, or longer if required.

4.9 Contracting with Minority and Women-Owned Businesses

Subrecipients must take affirmative steps to encourage participation by small, minority-owned, and women-owned businesses, in accordance with 2 CFR 200.321. These steps may include:

- Placing such business on bid lists
- Dividing purchases into smaller tasks to promote participation
- Using outreach tools such as state business directories and local development organizations

A list of outreach resources can be provided upon request.

4.10 Summary of Subrecipient Procurement Responsibilities

Task	Subrecipient Must
Select the right procurement method	Follow federal thresholds and procedures
Ensure competition	Avoid conflicts, document quotes or bids
Check vendors on SAM.gov	Print and save search results
Use required contract language	Use Grantee templates or verify with Grant Administrator
Keep records	Document the full procurement process
Promote equity	Include minority and women-owned businesses when possible

5 Reporting & Reimbursements

5.1 Overview

Subrecipients must submit timely and accurate reports throughout the life of the grant. These reports allow the Grantee, the State of Louisiana, and FEMA to track progress, ensure that costs are eligible, and document that public funds are being used appropriately.

Reimbursement of eligible costs depends on consistent and complete reporting. This section explains what you need to submit, when to submit it, and how to get reimbursed.

5.2 Types of Required Reports

Report Type	What it Includes	Frequency
Performance Report	Summary of project progress (e.g., milestones reached, challenges, status updates)	Monthly or Quarterly (as required)
Financial Report	Summary of costs incurred to date, broken down by budget category	Monthly or Quarterly (as required)
Reimbursement Request	Itemized costs being submitted for payment with supporting documentation	As needed
Closeout Report	Final financial and performance summary at project completion	Once at project closeout

The Grantee may provide standard templates or reporting requirement details as needed.

5.3 Reimbursement Process

Federal HMA programs operate on a reimbursement basis. Subrecipients must first incur costs, then request reimbursement. Follow these steps:

Step 1: Incur Eligible Costs

- Complete the work or purchase the item as approved in your grant.
- Ensure the cost is allowable, reasonable, and properly procured.
- Pay the vendor (unless requesting reimbursement based on accrued expenses, where allowed).

Step 2: Compile Supporting Documentation

- Invoices or receipts
- Proof of payment (cancelled checks, bank statements, etc.)
- Signed timesheets (for labor)
- SAM.gov verification (for contractor)
- Procurement records and contract (for services)

Step 3: Complete Reimbursement Form

- Use the form provided by Grantee, if applicable.
- Break out costs by approved budget category.
- Identify any match contributions being reported.

Step 4: Submit to Grant Administrator

- Send electronically to the designated grant contact.
- Included scanned copies of all backup documentation.

Step 5: Reimbursement Issued

- Grantee reviews and submits to State/FEMA as applicable.
- Payments are issued only after costs are approved.

5.4 Reporting Deadlines

Subrecipients will be assigned a reporting schedule in their subaward agreement. Typical timelines include:

Report	Due Date
Performance Report	10 days after end of reporting period
Financial Report	10 days after end of reporting period
Reimbursement Request	Submitted with financial report or separately
Closeout Package	Within 30 – 45 days after project completion

5.5 Recordkeeping

Subrecipients must retain copies of all reports and supporting documentation for at least 3 years after closeout. Records may be kept in electronic or paper form, must be complete, organized, and accessible for monitoring or audit.

5.6 Summary of Responsibilities

Requirement	Subrecipient Must
Submit progress updates	Report status on approved work
Track and document costs	Keep invoices, timesheets, proof of payment
Request reimbursement	Use Grantee's form, attach documentation
Follow schedule	Submit reports on time
Retain records	Keep files organized and available for 3+ years

6 Conflict of Interest & Code of Conduct

6.1 Purpose

To protect the integrity of federally funded mitigation projects, all subrecipients must have clear and enforced rules about conflicts of interest and ethical behavior. This section describes how subrecipients should prevent, disclose, and respond to situations where personal interests could interfere with fair use of public funds.

6.2 What is a Conflict of Interest?

A conflict of interest occurs when a person involved in a grant-funded activity, such as approving a contract or selecting a vendor, has a personal, financial, or professional relationship that could affect their objectivity. This includes situations where:

- A staff member, board member, or official stands to benefit personally or financially from a decision.
- A family member, close associate, or business partner of someone in your organization is being hired or awarded a contract.
- An employee works for both the subrecipient and a vendor or contractor.

6.3 Federal Requirements

Under 2 CFR 200.112 and 200.318(c)(1):

- Subrecipients must **disclose any potential conflicts of interest in writing** to the Grant Administrator as soon as it arises.
- Procurement decisions must be made in a manner free from conflict or appearance of conflict.
- Employees and officers may **not participate** in the selection, award, or administration of contracts when a real or perceived conflicts exists.

6.4 Prohibited Conduct

The following are not allowed under federal rules:

- Awarding contracts to employees or their family members without prior disclosure and written approval.
- Accepting gifts, kickbacks, or favors from contractors or vendors.
- Using insider information to influence procurement or financial decisions.
- Participating in contract decisions where a personal benefit is likely.

6.5 Subrecipient Responsibilities

All subrecipients must:

- Establish a basic code of conduct for staff involved in grant-related decisions
- Require any individual involved in grant-funded activities to disclose potential conflicts of interest
- Submit a Conflict of Interest Disclosure Form to the Grant Administrator for review if a potential issue arises
- Document all procurement and contracting decisions to show fairness and transparency
- Take corrective action when violations are identified

6.6 Conflict of Interest Disclosure

Subrecipients will be provided with a Conflict of Interest Disclosure Form by the Grant Administrator. This form should be completed and submitted when:

- A new employee, board member, or contractor is added to a project
- There is a relationship between your organization and a vendor or subawardee
- Any potential or perceived conflict becomes known

Note: Disclosure does not automatically disqualify a relationship, it simply allows the Grantee to assess the risk and determine whether further action is needed (e.g., mitigation, recusal, denial of contract).

6.7 Code of Conduct Standards

All officers, employees, board members, and agents involved in the use of federal funds through the Grantee agree to uphold the following standards:

1. **Act in the Public Interest**
Perform all duties in a manner that upholds public trust, promotes transparency, and prioritizes the success of the federally funded program.
2. **Avoid Conflicts of Interest**
Do not participate in decisions (including contract awards, vendor selections, or project approval) where a real or perceived conflict exists due to:
 - Personal or financial relationships with contractors or vendors
 - Employment or ownership interests
 - Close family or business ties
3. **Prohibit Personal Gain**
Do not solicit or accept gifts, kickbacks, or personal favors from individuals or entities seeking to do business under the grant.

4. **Ensure Fair Competition**

Carry out all procurement and contracting decisions with fairness, openness, and documentation of how decisions were made.

5. **Disclose Promptly**

Report any actual or potential conflicts of interest to the organization's leadership and to the Grantee for review using the Conflict of Interest Disclosure Form.

6. **Enforce Accountability**

Report any know violations of this code of conduct. Employees who knowingly violate this policy may be subject to disciplinary action, and the subrecipient may face corrective action under federal grant rules.

6.8 Recordkeeping and Monitoring

Conflict of interest disclosures and documentation of ethical compliance must be:

- Maintained in the subrecipient's grant file
- Available for monitoring or audit by the Grantee, State, or FEMA
- Updated if staff, vendors, or relationship change

6.9 Summary of Responsibilities

Task	Subrecipient Must
Identify and disclose conflicts	Use provided form and report promptly
Avoid self-dealing	Recuse conflicted individuals from decisions
Enforce a code of conduct	Ensure ethical behavior by staff and contractors
Maintain records	Keep copies of disclosures and decisions
Report violations	Notify Grantee of any suspected issues

7 Record Keeping

7.1 Purpose

Proper recordkeeping is essential to ensure that subrecipients;

- Stay compliant with federal grant requirements
- Are prepared for audits or monitoring reviews
- Can justify all expenses and activities funded by the grant

This section outlines what records must be kept, how long to keep them, and how to organize them effectively.

7.2 What Records Must be Kept

Subrecipients must maintain complete and accurate records for the following categories:

A. Financial Records

- Invoices and receipts for all purchases
- Proof of payment (e.g., cancelled checks, bank statements)
- Budget-to-actual reports
- General ledger entries related to the grant
- Documentation of match or in-kind contributions

B. Procurement Records

- Bids, quotes, and advertisements
- Justification for selected vendor
- SAM.gov exclusion checks
- Signed contracts and required federal clauses
- Sole-source justification (if applicable)

C. Programmatic Records

- Progress and performance reports
- Project milestones and deliverables
- Maps, photos, or other documentation of completed work

D. Payroll and Timekeeping

- Employee timesheets or activity logs
- Labor cost breakdown by project phase
- Pay rate documentation (for hourly charges)

E. Compliance and Legal

- Conflict of Interest Disclosure Forms
- Copies of reports submitted to the Grant Administrator
- Monitoring and audit communications
- Written approvals from the Grantee or FEMA (e.g., scope changes)

7.3 How Long to Keep Records

Per 2 CFR 200.334, subrecipients must retain grant-related records for at least 3 years from the date the Grantee officially closes out the subaward.

If there is an ongoing audit, investigation, or litigation, records must be kept longer until all issues are resolved.

7.4 Format and Accessibility

Records may be stored in:

- Electronic format (PDFs, spreadsheets, scanned documents)
- Paper format (organized physical files)
- A cloud-based or local file system with appropriate access controls

7.5 Access to Records

Under 2 CFR 200.337, the following entities may request access to grant records:

- Grantee
- State of Louisiana agencies (e.g. GOHSEP)
- FEMA and the U.S. Department of Homeland Security
- Federal auditors or investigators

Subrecipients must respond promptly to requests for records and provide documentation in a reasonable timeframe.

7.6 Recordkeeping Checklist

To stay organized, subrecipients are encouraged to maintain a “grant file” with:

- Subaward agreement (CEA with Grantee)
- Adopted policies
- Reporting calendar and deadlines
- Procurement and contracting records
- Financial documentation (invoices, payments)
- Performance and reimbursement reports
- Conflict disclosures and monitoring communications

7.7 Summary of Responsibilities

Requirement	Subrecipient Must
Maintain records	Keep complete files for financial, program, and compliance documentation
Retain for 3+ years	Start from closeout date or until issues are resolved
Ensure accessibility	Records must be available upon request
Organize effectively	Use labeled folders and consistent filing system
Protect sensitive data	Use secure storage for personal, sensitive and/or financial information

8 Fraud, Waste, & Abuse

8.1 Purpose

All organizations receiving federal funds must actively work to prevent, detect, and report fraud, waste, and abuse. These are serious violations that can result in repayment of funds, suspension from future grants, and even criminal penalties.

This section helps subrecipients understand their obligations and outlines how to report suspected issues.

8.2 Definitions

Term	Meaning
Fraud	Intentional deception to gain something of value (e.g., falsifying records, billing for work not performed, inflating costs)
Waste	Misuse of resources or poor oversight that leads to unnecessary costs (e.g., duplicate purchases, inefficient spending)
Abuse	Improper use of position, processes, or funds for personal gain or favoritism (e.g., steering contracts to a friend's business)

8.3 Federal Requirements

Under 2 CFR 200.113, subrecipients must:

- Disclose in a timely manner any suspected violations involving fraud, conflict of interest, or misuse of federal funds.
- Cooperate with any investigation or audit by the Grantee, State, FEMA, or federal investigators.

8.4 How to Report Concerns

Subrecipients must report any known or suspected fraud, waste, or abuse to:

1. Grantee
 - Report in writing or by phone as soon as an issue is identified.
2. Louisiana Legislative Auditor's Fraud Hotline
 - Toll-Free: 1-844-50-FRAUD (1-844-503-7283)
 - Online: <https://www.la.gov/report-fraud/>
 - Email: reportfraud@lla.la.gov
3. FEMA Office of Inspector General (OIG)
 - Toll-Free: 1-800-323-8603
 - Online: <https://www.oig.dhs.gov/hotline>
 - Email: DHSOIGHOTLINE@oig.dhs.gov

Reports may be made confidentially or anonymously. Whistleblower protections apply under federal law (see 41 U.S.C 4712).

8.5 Prevention Responsibilities

All subrecipients must take steps to prevent fraud, waste, and abuse, including:

- Establishing basic internal controls (separation of duties, approval procedures)
- Documenting all grant-related transactions
- Monitoring vendor and contractor performance
- Reviewing timesheets and invoices for accuracy
- Training staff and board members on ethics and compliance

8.6 What Happens After a Report

If fraud or misuse is suspected or found:

- The Grantee may suspend reimbursements or initiate a review
- The subrecipient must respond to requests for documentation
- The issue may be escalated to the State or federal authorities
- Corrective actions or repayment of funds may be required

8.7 Summary of Responsibilities

Task	Subrecipient Must
Prevent misuse	Train staff, follow internal controls
Identify red flags	Monitor costs, verify documentation
Report issues	Notify Grantee or external hotline
Cooperate with investigations	Respond to requests and provide full access
Protect whistleblowers	Do not retaliate against those who report concerns

9 Civil Rights Compliance (Title VI)

9.1 Purpose

Federal law requires that all recipients and subrecipients of FEMA funding provide equal access to services and benefits without discrimination. Civil rights compliance is not optional; it is a core condition of accepting federal funds.

This section outlines the civil rights laws that apply and what subrecipients must do to uphold them.

9.2 Legal Requirements

Subrecipients of HMA funding must comply with the following federal civil rights laws:

Law	Summary
Title VI of the Civil Rights Act of 1964	Prohibits discrimination based on race, color, or national origin in federally funded programs.
Section 504 of the Rehabilitation Act of 1973	Prohibits discrimination on the basis of disability.
Title IX of the Education Amendments of 1972	Prohibits sex-based discrimination in education programs and activities.
Age Discrimination Act of 1975	Prohibits age-based discrimination.
Section 308 of the Stafford Act	Requires equitable and impartial disaster assistance regardless of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status.

9.3 Prohibited Discrimination

Subrecipients may not, based on any protected class:

- Deny service, benefits, or participation
- Provide unequal access or inferior quality
- Subject individuals to segregation or separate treatment
- Use selection criteria or methods that have a discriminatory effect

Civil rights obligations apply to all aspects of your HMA-funded project, including communications, outreach, service delivery, facility access, and hiring related to the grant.

9.4 Required Actions by Subrecipient

- 1 Notify the public of their nondiscrimination policy.**
This can be posted in offices, included in public notices, or stated on your website or grant materials.
- 2 Provide meaningful access for individuals with Limited English Proficiency (LEP).**
This may include translated documents, interpreter services, or bilingual staff, especially in diverse communities.
- 3 Make reasonable accommodation for individuals with disabilities.**
Ensure program access, accessible communication, and physical access to project sites or services.
- 4 Avoid discriminatory procurement or employment practices.**
Vendors and staff hired with federal funds must be selected without regard to race, gender, age, etc.
- 5 Respond to complaints or concerns.**
Maintain a process for individuals to report civil rights issues and notify the Grantee if a complaint is received.

9.5 Required Statements

Use of HMA funds in public communications (e.g., brochures, flyers, websites) should include a simple nondiscrimination statement, such as:

"[Subrecipient Name] does not discriminate on the basis of race, color, national origin, disability, age, sex, or economic status in the administration of FEMA-funded programs or activities. Persons who need assistance or language accommodations may contact [contact information]."

9.6 Complain Procedures

If an individual believes they have been subject to discrimination in a FEMA-funded project:

- They may file a complaint with the subrecipient, who must forward it to the Grantee.
- They may file directly with the FEMA Office of Equal Rights (OER).
- FEMA Office of Equal Rights (OER):
 - Phone: 202-212-3535
 - Email: FEMA-CivilRightsOffice@fema.dhs.gov
 - Online Complaint Form: <https://www.fema.gov/about/offices/equal-rights/civil-rights>

9.7 Summary of Responsibilities

Requirement	Subrecipient Must
Prohibit discrimination	Ensure equal access regardless of race, disability, age, language, or gender
Notify the public	Display nondiscrimination statement
Accommodate LEP and disabilities	Provide translation or access services as needed
Monitor vendors	Ensure contractors also comply with civil rights rules
Report complaints	Inform Grantee of any civil rights concerns or complaints

10 Grant Closeout Procedures

10.1 Purpose

Grant closeout is the final step in the grant lifecycle. It ensures that all work is completed, documentation is submitted, and records are properly archived. A well-managed closeout helps avoid repayment of funds, audit findings, and delays in future funding opportunities.

This section explains what subrecipients must do to successfully close out a FEMA Hazard Mitigation Assistance (HMA) grant project.

10.2 What is Closeout?

Closeout is the process of:

- Finalizing project deliverables
- Confirming that all costs have been incurred and paid
- Submitting final reports and documentation
- Returning any unspent or unallowable funds
- Officially closing the subaward in the federal and Grantee systems

10.3 Subrecipient Closeout Responsibilities

Task	Description
Submit Final Performance Report	Describe completed activities, deliverables, and outcomes
Submit Final Financial Report	Account for all expenditures and match contributions
Submit Final Reimbursement Request (if applicable)	Include all backup documentation not previously submitted
Ensure Record Retention	Organize and retain all grant-related records for at least 3 years
Resolve Outstanding Issues	Respond to any Grantee, State, or FEMA questions or findings
Certify Project Completion	Confirm in writing that all work is finished and funds were used as intended

10.4 Unspent or Disallowed Funds

If any funds were:

- Not used by the end of the grant period, or
- Spent on ineligible costs,

They must be returned to Grantee. The Grantee will coordinate the return of funds to the State of FEMA.

10.5 Final Site Visit or Review

The Grantee may conduct a final site visit or desk review to verify that the project is complete and grant conditions were met. Subrecipients must make staff and records available as requested.

10.6 Summary of Responsibilities

Requirement	Subrecipient Must
Finish project work	Complete scope on time and within budget
Submit final reports	Provide performance, financial, and reimbursement documentation
Return unused funds	Work with the Grantee to return unspent or disallowed funds
Retain Records	Keep files for 3 years post-closeout
Respond to final review	Cooperate with any final monitoring or verification

11 Conclusion & Key Takeaways

11.1 Why this Manual Matters

This manual is designed to help small and mid-sized organizations understand and comply with the requirements of federal mitigation grants administered by the Grantee. Following these policies will:

- Protect your organization from audit findings or funding loss
- Ensure responsible use of public funds
- Improve your chances of receiving future grant awards
- Strengthen your ability to recover from and prevent disasters

11.2 Top Five Things to Remember

1. Only spend on eligible, approved activities – and document everything.
2. Follow federal procurement rules for all purchases and contracts.
3. Submit reports and reimbursement requests on time.
4. Keep your records organized and accessible for 3+ years.
5. Ask questions when in doubt – your Grant Administrator is here to help.

4559-0042-LA Calcasieu Parish - Parish Wide Emergency Generators Project

Sulphur Locations

Exhibit E

Site Name	Address	City	Latitude/Longitude
Cypress Street S-Curve Sewer Pump Station	1304 Loretto Ave	Sulphur	30.2281, -93.3614
Forest Park Sanitary Sewer Pump Station	1005 Simone Drive	Sulphur	30.2331, -93.3381
Francis Avenue Sanitary Sewer Pump Station	905 Bernadette Dr.	Sulphur	30.2239, -93.3672
Highway 90 Sanitary Sewer Pump Station	1201 Napoleon St.	Sulphur	30.2358, -93.3878
Jodi Drive Sanitary Sewer Pump Station	50 Pinewood Dr.	Sulphur	30.2319, -93.3125
Lowe's Sanitary Sewer Pump Station	315 S. Cities Service Hwy	Sulphur	30.2189, -93.3250
Mosswood Sanitary Sewer Pump Station	1139 Mosswood Drive	Sulphur	30.2036, -93.3531
Prater Road Sanitary Sewer Pump Station	1001 Prater Rd.	Sulphur	30.2275, -93.3083
Sara Street Sanitary Sewer Pump Station	1402 Sara St.	Sulphur	30.2272, -93.3939
Starlin Sanitary Sewer Pump Station	915 Starlin St.	Sulphur	30.2211, -93.3647
Sulphur Housing Authority Sewer Pump Station	1 Sherwood Dr.	Sulphur	30.2403, -93.3631
Summerwood Sanitary Sewer Pump Station	245 Summerwood Dr.	Sulphur	30.2344, -93.3181
Westpoint Sanitary Sewer Pump Station	404 Michigan Ave.	Sulphur	30.2308, -93.3572
Winner's Choice Sanitary Sewer Pump Station	100 Dennis Ave.	Sulphur	30.2128, -93.3250
North Beglis Sanitary Sewer Pump Station	1719 Soybean Rd.	Sulphur	30.2500, -93.3581
Sonic Sanitary Sewer Lift Station	1998 E. Napoleon St.	Sulphur	30.2369, -93.3561
Calcasieu Parish Government Building	1015 Pithon Street	Lake Charles	30.22611, -93.21887
Sewer District No. 11 Treatment Pond	East End of Pine Shadows Lane (I-10 Service Rd)	Lake Charles	30.250069, -93.14464

*The locations will not be changed without written approval from the GRANTOR

RESOLUTION NO. _____, M-C SERIES

Resolution amending the LA DOTD Maintenance Agreement for mowing and litter pickup for fiscal year ending 2026, to allow for five additional cycles of mowing and authorizing Mayor Danahay to sign same.

WHEREAS, on May 12, 2025, City Council adopted Ordinance No. 1974, M-C Series which authorized Mayor Mike Danahay to sign the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2026; and

WHEREAS, the City has accepted the offer from LA DOTD to make supplemental funding available and has agreed to perform five (5) additional maintenance cycles (total of 9) to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of the city.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do amend the LA DOTD Maintenance Agreement for mowing and litter pickup for fiscal year ending 2026, to allow for five additional cycles of mowing and authorizing Mayor Danahay to sign same.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

AMENDMENT NO. 1
CONTRACT NO. 4400002003
MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP
THROUGH FISCAL YEAR ENDING 2026
BETWEEN
CITY OF SULPHUR
AND
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING

This Amendment (Amendment No. 1) to the referenced Contract No. 4400002003 ("referenced contract") between the Department of Transportation and Development, State of Louisiana ("DOTD"), and the City of Sulphur ("Municipality") is entered into on this _____ day of _____, 2025.

Whereas additional state funds ("funds") have become available for maintenance of DOTD right-of-way statewide;

Whereas DOTD proposes to make some of the funds available to Municipality to offset in part additional maintenance cycles completed by Municipality during Fiscal Year 2026;

Whereas Municipality has accepted the offer to make supplemental funding available to Municipality and has agreed to perform additional maintenance cycles to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of Municipality;

Therefore, the parties agree to amend Article II of the referenced contract to increase the stipulated minimum number of maintenance cycles in Fiscal Year 2026 from the original cycle quantity of **four (4) to nine (9)**.

Further, the parties agree that all provisions of the referenced contract shall remain in full force and effect to the extent not inconsistent with this amendment and that the provisions of the referenced contract and this amendment to the referenced contract notwithstanding, the parties:

A. Affirm their respective rights and obligations under the provisions of the referenced contract as amended or supplemented; and

Amendment No 1.
Maintenance Agreement
Page 2 of 3

B. Confirm that, by approving and entering into this agreement, DOTD and Municipality do not intend to extinguish in whole or in part, to novate, or to otherwise modify or alter, the rights and obligations of the parties under the provisions of the referenced contract as amended and supplemented except to the extent expressly modified, amended, or extinguished by the express provisions of this Amendment No. 1 to the referenced contract.

THUS DONE AND SIGNED at Sulphur, Louisiana, on this _____ day of _____, 2025.

CITY OF SULPHUR

Signed Name of Representative

Printed Name of Representative

PO Box 1309, Sulphur, LA 70664
(337) 527-4500 (Phone)
(337) 527-4529 (Fax)
72-6001361 (Taxpayer I.D.)

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Amendment No 1.
Maintenance Agreement
Page 3 of 3

THUS DONE AND SIGNED at Lake Charles, Louisiana, on this ____ day of _____, 2025.

DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Seth J. Woods, P.E., M.S.C.M.
District Engineer Administrator

WITNESSES:

Signature

Printed Name

Signature

Printed Name

RESOLUTION NO. _____ M-C SERIES

Resolution adopting policy and procedures on remote public participation in meetings to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, that they do hereby adopt policy and procedures on remote public participation in meetings to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA).

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



Policy and Procedures on Remote Public Participation in Meetings

In accordance with Louisiana Revised Statute (R.S.) 42:14 to require public bodies to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA) such that those members of the public can participate during the open meetings.

1. **Remote Participation:** Citizens with a disability recognized under the Americans with Disabilities Act can participate in public comment portions of City Council meetings via telephone for real-time engagement.
2. **Public Comment Submission:** Questions must be submitted online through the City of Sulphur's official website www.sulphur.org via "ADA Addresses Council" online form submission or by phone at 337-527-4571 for City Clerk before 8:00 a.m. of the designated day of the public meeting.
3. **Acknowledgment:** Upon successful submission, the City Clerk's office will confirm receipt via email or phone call and call the number the audience member gave for remote participation.
4. **Participation:** The City Clerk will call the phone number the audience member provided during the time of the meeting.
5. **Time Limit:** Each citizen may present their comment for up to three (3) minutes, whether attending in person or remotely.
6. **Livestreaming:** All City Council meetings will be live streamed on YouTube, with links located on the City's website.
7. **Public Awareness:** The City will inform the public about this policy on the City website.

This policy aims to ensure that all citizens have an accessible avenue to comment on agenda items during a live public meeting.

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Seth Gilmore to the Sulphur Industrial Development Board.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Seth Gilmore to the Sulphur Industrial Development Board with term to expire October, 2030.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution re-appointing Trey Case to the West Calcasieu Port, Harbor and Terminal District.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Trey Case to the West Calcasieu Port, Harbor and Terminal District with term to expire October, 2030.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution appointing Peggy Banley to the Sulphur Housing Authority Board of Commissioners to fill the unexpired term of Shirley Hoffpauir.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint Peggy Banley to the Sulphur Housing Authority Board of Directors to fill the unexpired term of Shirley Hoffpauir (term to expire November, 2026).

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2025.

JOY ABSHIRE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



HOUSING AUTHORITY OF THE CITY OF SULPHUR

312 BROOK ST

SULPHUR, LOUISIANA 70663

sulphur.housing@sulphurhousing.com

337-527-5248 (PHONE)

October 1, 2025

Mayor Mike Danahay
City of Sulphur
P.O. Box 1309
Sulphur, LA 70663

RE: New Commissioner Needed

Dear Mayor Danahay,

The Sulphur Housing Authority is requesting a new board member to replace our board member, Shirley Hoffpauir, who sadly passed away 9/27/2025. Please let us know if further information is needed to process our request for a new commissioner. You can reach me at 337-527-5248.

Sincerely,

Raychel F. Kiser
Executive Director
Sulphur Housing Authority

09/30/2025

I, Peggy Banley, am requesting to be considered for the vacancy on the Board of Commissioners.

I am retired and live in Sulphur. I would like to help make a difference and become more active in our community. I would love to have the opportunity to be involved with the Sulphur Housing Authority.

Thank You,


Peggy Banley