

CITY ORDINANCE NO. CO-137-2025

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF LAFAYETTE, LAFAYETE YOUTH SOCCER ASSOCIATION, INC. AND LA KREWE RUSH, LLC CONCERNING THE SOCCER FIELDS AT MOORE PARK

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, La. R.S. 33:4551 provides that “municipalities which own public parks or other lands suitable for such purposes may enter into contracts with other parties for the construction, erection, or installation of golf courses or other recreational facilities and equipment on such terms and on such conditions as the governing authorities may fix provided that the contracts shall not bind or obligate the municipalities to defray any expenses in connection therewith;” and

WHEREAS, La. R.S. 33:4552 provides that “the governing body of any municipality or parish or ward may dedicate and set apart for use as playgrounds, recreation centers, or for other recreation purposes, any lands or buildings owned or leased by the municipality or parish, and not dedicated to another and inconsistent public use. The governing body may, in the manner provided by law for the acquisition of property for public purposes, acquire or lease lands or buildings within or beyond the corporate limits of the municipality or parish or ward for playgrounds, recreation centers or other recreation purposes. . . .;” and

WHEREAS, La. R.S. 33:4622 provides that “municipalities and parishes may own, operate, improve, and provide for the maintenance, of . . . parks . . . whether owned by such municipality or parish or not;” and

WHEREAS, the Lafayette Youth Soccer Association, Inc. (herein “LYSA”) was formed in 1989 and since that time has been providing recreational soccer services to youth in the Acadiana area and community of Lafayette as part of or otherwise in harmony with the organized sports supported by the Parks, Arts, Recreation, and Culture Department of the City (herein “PARC”); and

WHEREAS, pursuant to a Joint Cooperative Endeavor, by and between the City of Lafayette (herein the “City”) and LYSA, signed by the City on January 8, 1997 (herein the “1997 CEA”), the City developed certain properties owned by the City and LYSA into permanent soccer fields, which form part of Moore Park located off University Avenue; and

WHEREAS, this development consisted of seven (7) soccer fields on property owned by the City (herein the “City Property”) and nine (9) soccer fields on property owned by LYSA (herein the “LYSA Property”); and

WHEREAS, the 1997 CEA provides in the “whereas” clause that in consideration of LCG’s [the City’s] development of the properties into permanent soccer fields the “Youth Association [LYSA] is willing to transfer ownership of the aforesaid properties to the Consolidated Government [the City] after it has completed making all payments and/or fulfilled all financial obligations associated with its acquisition of the aforesaid properties;” and

WHEREAS, Section 2 of the 1997 CEA further provides, “The Youth Association [LYSA] hereby agrees to assist the Consolidated Government [the City] in the aforesaid cooperative endeavor by transferring ownership of the aforesaid properties to the Consolidated Government [the City] at such time as it has made all payments and/or satisfied all outstanding obligations owed by it on the aforesaid properties. The Youth Association [LYSA] further agrees and obligates itself to take all steps necessary to cause delivery of the aforesaid properties to be made to the Consolidated Government [the City] with full warranty of title and free and clear of all liens and encumbrances following satisfaction of all notes and obligations”; and

WHEREAS, LA Krewe Rush, LLC (herein “LKR”) was founded in 2022 for the purpose of merging the competitive soccer activities of the LYSA and Louisiana Soccer Club, Inc. to create high caliber soccer opportunities for Acadiana’s youth; and

WHEREAS, LKR is the largest competitive soccer club in the Acadiana area and provides youth soccer to the community of Lafayette, which is in harmony with the organized sports supported by PARC; and

WHEREAS, recently, the City further renovated Moore Park to include nine (9) (the “Renovated City Property”) state-of-the-art soccer fields, consisting of eight (8) natural turf soccer fields, one (1) artificial turf soccer field, a stadium, and additional infrastructure improvements located off Pont Des Mouton (the LYSA Property, the City Property and the Renovated City Property collectively sometimes herein simply the “Park”); and

WHEREAS, the purpose of youth soccer is to instill in the youth of the community good sportsmanship, honesty, courage, character, reverence and loyalty through supervised competitive games; and

WHEREAS, as a result of the soccer programs provided by LYSA and LKR, the City of Lafayette has received and is expected to continue to receive the following benefits (herein collectively the “Community Benefits”): the LYSA and LKR programs have provided the youth of Lafayette with successful recreational and competitive youth soccer programs in a fun competitive environment; a safe place for social entertainment; promotion of community

engagement within the Lafayette community, and economic benefit of attracting visiting competitive soccer clubs to Lafayette for games, tournaments, and soccer events; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, “[f]or 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 associations, corporation, or individual;” and

WHEREAS, given the recent renovations and expansion of Moore Park soccer complex and the Community Benefits and opportunities to be derived by all the parties, the parties desire to enter into a Cooperative Endeavor Agreement to set forth the terms and conditions of the use of the soccer complex; and

WHEREAS, the City has reasonable expectations of receiving benefits or value from the Cooperative Endeavor Agreement that is equivalent to or greater than the consideration described in the agreement; and

WHEREAS, the use of the Park by LYSA and LKR, under the terms and conditions provided in the Cooperative Endeavor Agreement, is not a gratuitous donation.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are herein adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President is hereby authorized to execute the Cooperative Endeavor Agreement by and between the City of Lafayette, Lafayette Youth Soccer Association, Inc. and LA Krewe Rush, LLC, in substantially the same form as attached herewith, and to take all action necessary in carrying out the intent of this ordinance.

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

SECTION 4: This ordinance shall become effective upon the signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of a veto, whichever occurs first.

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**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE CITY OF LAFAYETTE, LAFAYETTE
YOUTH SOCCER ASSOCIATION, INC. AND LA KREWE RUSH,
LLC CONCERNING THE MOORE PARK SOCCER FIELDS**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS COOPERATIVE ENDEAVOR AGREEMENT (herein the "Agreement") is made and entered into on the dates noted hereinbelow, but deemed effective the ___ day of _____ 2025 (herein the "Effective Date"), by and among:

CITY OF LAFAYETTE, a political subdivision under the laws of the State of Louisiana, represented herein by Monique B. Boulet, its Mayor-President, duly authorized by City Ordinance No. CO- _____-2025 of the Lafayette City Council adopted on the ___ day of _____, 2025, a copy of which is attached hereto and made a part hereof by reference (herein the "City"),

LAFAYETTE YOUTH SOCCER ASSOCIATION, INC., a Louisiana non-profit corporation, represented herein by Chris Rabalais, its Board President, duly authorized by resolution of the Board of said company (herein "LYSA"); and

LA KREWE RUSH, LLC, a Louisiana limited liability company, represented herein by Hunter Perret, its Board Chairperson, duly authorized by resolution of the Board of Managers of said company, (herein "LKR");

who declared that:

WHEREAS, La. R.S. 33:4551 provides that "[m]unicipalities which own public parks or other lands suitable for such purposes may enter into contracts with other parties for the construction, erection, or installation of golf courses or other recreational facilities and equipment on such terms and on such conditions as the governing authorities may fix provided that the contracts shall not bind or obligate the municipalities to defray any expenses in connection therewith"; and

WHEREAS, La. R.S. 33:4552 provides that "[t]he governing body of any municipality or parish or ward may dedicate and set apart for use as playgrounds, recreation centers, or for other recreation purposes, any lands or buildings owned or leased by the municipality or parish, and not dedicated to another and inconsistent public use. The governing body may, in the manner provided by law for the acquisition of property for public purposes, acquire or lease lands or buildings within or beyond the corporate limits of the municipality or parish or ward for playgrounds, recreation centers or other recreation purposes. . . ."; and

WHEREAS, La. R.S. 33:4622 provides that "[m]unicipalities and parishes may own, operate, improve, and provide for the maintenance, of . . . parks . . . whether owned by such municipality or parish or not"; and

WHEREAS, LYSA was formed in 1989 and since that time has been providing recreational soccer services to youth in the Acadiana area and community of Lafayette as part of or otherwise in harmony with the organized sports supported by the Parks, Arts, Recreation, and Culture Department of the City (herein "PARC"); and

WHEREAS, pursuant to a Joint Cooperative Endeavor, by and between the City and LYSA, signed by the City on January 8, 1997 (herein the "1997 CEA"), the City developed certain properties owned by the City and LYSA into permanent soccer fields, which form part of Moore Park located off University Avenue; and

WHEREAS, this development consisted of seven (7) soccer fields on property owned by the City (herein the "City Property") and nine (9) soccer fields on property owned by LYSA (herein the "LYSA Property"); and

WHEREAS, the 1997 CEA provides in the "whereas" clause that in consideration of LCG's [the City's] development of the properties into permanent soccer fields the "Youth Association [LYSA] is willing to transfer ownership of the aforesaid properties to the Consolidated Government [the City] after it has completed making all payments and/or fulfilled all financial obligations associated with its acquisition of the aforesaid properties"; and

WHEREAS, Section 2 of the 1997 CEA further provides, "The Youth Association [LYSA] hereby agrees to assist the Consolidated Government [the City] in the aforesaid cooperative endeavor by transferring ownership of the aforesaid properties to the Consolidated Government [the City] at such time as it has made all payments and/or satisfied all outstanding obligations owed by it on the aforesaid properties. The Youth Association [LYSA] further agrees and obligates itself to take all steps necessary to cause delivery of the aforesaid properties to be made to the Consolidated Government [the City] with full warranty of title and free and clear of all liens and encumbrances following satisfaction of all notes and obligations" (collectively herein the "Right to Title of LYSA Property"); and

WHEREAS, LKR was founded in 2022 for the purpose of merging the competitive soccer activities of the LYSA and Louisiana Soccer Club, Inc. to create high caliber soccer opportunities for Acadiana's youth; and

WHEREAS, LKR is the largest competitive soccer club in the Acadiana area and provides youth soccer to the community of Lafayette, which is in harmony with the organized sports supported by PARC; and

WHEREAS, recently, the City further renovated Moore Park to include nine (9) (the "Renovated City Property") state-of-the-art soccer fields, consisting of eight (8) natural turf soccer fields, one (1) artificial turf soccer field, a stadium, and additional infrastructure improvements located off Pont Des Mouton (the LYSA Property, the City Property and the Renovated City Property collectively sometimes herein the "Park"); and

WHEREAS, the purpose of youth soccer is to instill in the youth of the community good sportsmanship, honesty, courage, character, reverence and loyalty through supervised competitive games; and

WHEREAS, as a result of the soccer programs provided by LYSA and LKR, the City of Lafayette has received and is expected to continue to receive the following benefits (herein collectively the "Community Benefits"): the LYSA and LKR programs have provided the youth of Lafayette with successful recreational and competitive youth soccer programs in a fun competitive environment; a safe place for social entertainment; promotion of community engagement within the Lafayette community, and economic benefit of attracting visiting competitive soccer clubs to Lafayette for games, tournaments, and soccer events; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana states that, "[f]or 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 associations, corporation, or individual"; and

WHEREAS, given the recent renovations and expansion of Moore Park soccer complex and the Community Benefits and opportunities to be derived by all the parties, the parties desire to enter into this Agreement to set forth the terms and conditions of the use of the soccer complex; and

WHEREAS, the City has reasonable expectations of receiving benefits or value from this Agreement that are equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the use of the Park by LYSA and LKR, under the terms and conditions provided herein, is not a gratuitous donation.

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

Scope of Agreement

Subject to the other terms and conditions hereinafter set forth, the City and LYSA, for and in consideration of the Community Benefits stemming from the youth soccer program provided by LKR hereby grant LKR the use of the Park during the Fall and Spring competitive seasons for competitive soccer games and practice.

Subject to the other terms and conditions hereinafter set forth, the City, for and in consideration of the Community Benefits stemming from the youth soccer program provided by LYSA hereby grants LYSA the use of the Park (including, but not limited to, the City Property and the Renovated City Property) during the Fall and Spring recreational seasons for recreational soccer games and practices.

LYSA and LKR shall coordinate with one another to minimize scheduling conflicts and to ensure that the rights granted to one party hereunder do not unreasonably interfere or burden the other's right to use the Park. Without limiting the generality of the foregoing, LYSA and LKR recognize and agree that LYSA shall have scheduling priority as to Fields 1-9 as set forth in Exhibit "A," which is attached hereto and made a part, hereof, and LKR shall have priority scheduling rights as to Fields 18-26, as set forth in Exhibit "A."

Concerning any tournaments hosted by either LKR or LYSA, the parties hereby agree that field availability of the Park shall be scheduled on a first come basis based upon field conditions and weather.

Any use of the Park by LYSA and/or LKR for the fall and spring seasons shall be based upon predetermined, specified dates agreed to by the Director of PARC at least thirty (30) days in advance of the date of use or with as much notice as practical under the circumstances.

In consideration of the development of the LYSA Property by the City and the historical relation of LYSA and the City, LYSA hereby grants the City the use of the LYSA Property. Furthermore, LYSA and LKR further acknowledge that the use of the Park soccer fields for games and practices shall be in accordance with the Moore Park Soccer Fields Use and Rental Policy, as applicable.

LYSA and LKR hereby agree that the Park (including, but not limited to, the LYSA Property) shall be occupied and used by LYSA and LKR solely for youth soccer activities, including without limitation practices, games, tournaments, camps, and associated family events. Use of the Park by LYSA or LKR for any programming other than soccer activities must be approved in writing by the City. Neither LYSA nor LKR shall use any portion of the Park (including, but not limited to, the LYSA Property) for any purpose that is unlawful or in violation of any laws or ordinances nor for any purpose that tends to injure or depreciate the property.

Fees

Per-Player Fees:

(a) In exchange for a payment of \$12.00/player (the "Player Fee"), payable twice per year on August 15th and January 15th, being the beginning of the Fall and Spring competitive seasons, respectively (the "Season Fees"), LKR shall be entitled to use the fields at the Park, as specified, on the days and times set forth, on the attached Exhibit B. The Player Fees shall be paid for each player's use of the Park and shall cover use of the Park by LKR for the Fall and Spring competitive season, except for tournaments and other soccer activities, which shall be governed by the rental fees set forth below.

(b) In exchange for a payment of the \$12.00/player (Player Fee), payable twice per year on September 15th and March 15th, during the Fall and Spring recreational seasons, respectively, (the "Season Fees"), LYSA shall be entitled to use the fields at the Park, as specified, on the days and times as set forth, on the attached Exhibit C. The Player Fees shall be paid for each player's use of the Park and shall cover use of the Park by LYSA for the Fall and Spring recreational season, except for tournaments and other soccer activities, which shall be governed by the rental fees set forth below.

(c) The parties hereto agree that LKR and LYSA shall be entitled to all gate/parking fees, if any, collected during soccer activities for which LKR and LYSA pays Rental Fees (as defined herein). Without prior approval from the City, LKR and LYSA cannot extend this right to any third party.

Other Soccer Activities:

(a) The parties agree that for all other soccer activities hosted by LKR or LYSA beyond those set forth on Exhibits B and C, respectively, the fee schedule for field rental shall be as follows:

GRASS FIELDS

Friday – Sunday \$30/ per field per hour or \$200/per field per day

TURF FIELD

Friday – Sunday \$40 per field per hour or \$300/per field per day

These fees, along with the Season Fees, being "Rental Fees."

(b) The parties hereto agree that LYSA or LKR, as applicable, shall be entitled to all gate/parking fees, if any, collected for the other soccer activities hosted by LYSA or LKR.

(c) As soon as practicable under the circumstances, LKR and LYSA, as applicable, shall provide PARC's designated representative with advance notice of all practices, games, tournaments, and other soccer events for the purposes of scheduling and planning and coordinating staff and other logistics.

Term

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date to _____; however, any party shall have the right and option to terminate this Agreement at any time upon giving the other parties ninety (90) days' written notice (sent via certified mail) of its intent to so terminate. Annually, the parties shall meet to negotiate and discuss equitable adjustments to the terms and conditions of this Agreement. In the event that (a) the parties decide not to amend or modify any terms or conditions; or (b) no party terminates this Agreement by providing notice to the other party within thirty (30) days of the end of the then-current term, this Agreement shall

automatically renew for an additional one-year term and may continue to do so for successive one-year terms; subject to the same terms and conditions, except the Player Fee shall be adjusted, in accordance with the Moore Park Soccer Fields Use and Rental Policy, as applicable.

Maintenance and Utilities

The City shall be responsible for all utilities provided at and to the Park.

The parties hereby agree that all maintenance of the soccer fields at the Park including, but not limited to, cutting the grass, fertilizing and leveling the fields, striping the fields (frequently to ensure the highest quality for league games, practices, and other soccer activities), maintaining the sidewalks, ramps, and parking areas, maintaining the stadium facilities and locker rooms, and cleaning the restrooms shall be provided in accordance with a maintenance and operations agreement by and between the City and LYSA, separate and apart from this Agreement. Nevertheless, LYSA and LKR shall act in good faith and reasonably report to the City all maintenance or facility issues of which LYSA or LKR become aware. In addition, LKR and LYSA shall act in good faith to reasonably cancel, modify, or reschedule soccer activities if weather-related factors would cause undue damage to the playing surfaces. As reasonably requested by the City, representatives of LYSA and LKR and the City shall jointly inspect the Park to identify any potential maintenance or facility issues.

Concessions

LYSA and LKR hereby acknowledge that the City has contracted with a third-party vendor for concessions at the Park. Any proceeds stemming from the concessions provided at the Park shall go to the City in accordance with its agreement with the third-party vendor.

Sponsorships/Advertisements

All sponsorships or advertisements placed, installed or displayed at the Park shall be in accordance with Sections 72-80 through 72-82 of the Lafayette City-Parish Consolidated Government Code of Ordinances. The proceeds or benefits stemming from any sponsorship or advertisement shall inure to the benefit of the City. Despite the foregoing, LKR and LYSA shall be entitled to install and display temporary, event-specific sponsor signage and unless otherwise agreed in writing, separate and apart of this Agreement, LKR and LYSA shall be entitled to retain all proceeds associated with such temporary signage, provided that LKR and LYSA remove such signage within forty-eight (48) hours following the conclusion of the event. Notwithstanding the foregoing, and provided that LYSA maintains and operates the LYSA Property pursuant to the maintenance and operations agreement referenced above, LYSA may solicit and install temporary or location-specific sponsorships or advertisements on the LYSA Property, subject to prior written approval by the City and in compliance with Sections 72-80 through 72-82 of the Lafayette City-Parish Consolidated Government Code of Ordinances.

Such sponsorships or advertisements shall be limited to those that are non-exclusive, localized to the LYSA Property, and do not conflict with or diminish the City's right to secure or display Park-wide or City generated sponsorships or advertisements. LYSA may retain the revenues generated from such approved sponsorships on the LYSA Property.

Insurance

For the mutual protection of the City, LKR, and LYSA, LKR and LYSA shall at their sole cost and expense agree to carry and maintain, with regard to the Park, during the Term of the Agreement, the following insurance, to-wit:

- a. Standard Workmen's Compensation. This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability

coverage of \$1,000,000.00 minimum per occurrence, with waiver of subrogation in favor of the City; and

b. Commercial General Liability. This shall include insurance with limits of at least \$1,000,000.00 per occurrence for Bodily Injury and Property Damage, with \$2,000,000.00 annual aggregate. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, Explosion, Collapse, Underground Hazard, Broad Form Contractual Liability and Broad Form Property Damage; and

c. Umbrella. Excess Liability Insurance or Umbrella Insurance policy in the amount of at least \$1 million, per occurrence insuring (a) and (b) with coverage at least as broad as underlying.

The City, its officials, employees, and volunteers shall be designated as named insureds on the insurance policies maintained hereunder. All premiums and deductibles associated with the above insurances, including any premiums necessary to add the City as a named insured, shall be the sole responsibility of LKR and LYSA, as applicable. The foregoing policies shall be primary to any insurance policies of the City and shall expressly waive subrogation as to the City or the City's insurers.

A Certificate of Insurance shall be furnished by LKR and LYSA when this Agreement is executed (and renewed) and shall provide for written notice to the City thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder. All insurance coverage required hereunder shall apply as primary and not as excess or contributing to any other insurance issued in the name of the named or additional insured(s).

Indemnification

LKR agrees to defend, indemnify and hold harmless the City, its employees, agents, representatives, officers, elected officials, invitees and volunteers of and from any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind, including attorney's fees, arising out of or related to LKR's negligence, gross negligence, or willful misconduct connected with LKR's use of the Park.

LYSA agrees to defend, indemnify and hold harmless the City, its employees, agents, representatives, officers, elected officials, invitees and volunteers of and from any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind, including attorney's fees, arising out of or related to LYSA's negligence, gross negligence, or willful misconduct connected with LYSA's use of the Park

The City agrees to defend, indemnify and hold harmless LKR and LYSA, their employees, agents, representatives, officers, contractors, invitees and volunteers of and from any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind, including attorney's fees, arising out of or related to the City's negligence, gross negligence, or willful misconduct connected with the Park.

Default

In the event of default by either LKR or LYSA of any one or more of its obligations contained herein, the City shall have the right and option to terminate this Agreement as to the defaulting party upon giving the defaulting party sixty (60) day's written notice (sent by certified mail) of its intent to so terminate and notifying such party in said notice of the reason(s) for termination. During this sixty (60) day notice period, the defaulting party shall have the opportunity to cure the default to the satisfaction of the City at its sole

discretion; and, upon curing the default, the said notice of termination shall be voided in full by the City.

Default by one party does not constitute default by the other party to this Agreement. Should the defaulting party fail to cure the default which has resulted in the notice of termination, this Agreement shall be null and void as to the defaulting party. In such event, this Agreement shall remain in full force and effect by and between the City and the non-defaulting party.

Collaborative Efforts

In addition to the obligations contained in this Agreement, LKR and LYSA shall reasonably assist the City and other entities (*e.g.*, soccer organizations, economic development/tourism organizations, *etc.*) in attracting and hosting third-party soccer events at the Park. Should the City desire for LKR or LYSA to host, manage, or otherwise play an operational role in such events, the compensation paid to LKR or LYSA shall be determined on a case-by-case basis. LKR and LYSA shall also use their best efforts to promptly notify the City of any maintenance or security issues at the Park.

As requested by the City, LKR and LYSA shall provide reports, documents, or other information to the extent necessary to ascertain economic impact or compliance with La. Const. art. VII § 14.

Further, LKR, LYSA, and the City agree to work together in good faith regarding any sponsors desiring to advertise with the soccer programs and the Park. In such circumstances, LKR, LYSA, and the City shall cooperate with such prospective sponsor to design a sponsorship package and fairly allocate revenues between the applicable soccer organization and the City. Despite the foregoing, LKR and LYSA shall not offer any sponsor signage at the Park without the City's foreknowledge and prior written approval.

Reservations by the City and Survival of the 1997 CEA

The City hereby reserves the right to use the Park (including, but not limited to, the LYSA Property) for soccer activities and other programming activities. The City further reserves the right to exercise the Right to Title of LYSA Property. LYSA recognizes and agrees that the execution of this Agreement does not render the 1997 CEA null and void. LYSA and the City agree that the 1997 CEA remains effective and binding upon the parties thereto in its entirety. However, if there is a conflict between any provision in the 1997 CEA and this Agreement, this Agreement shall prevail for as long as this Agreement is in effect.

Entire Agreement

This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

Assignment and Subletting

LYSA and LKR shall not assign any interest in this Agreement or otherwise transfer or sublease the Park or any part thereof or permit the use of the Park to any party other than LYSA and LKR and those persons on or using the Park as a result of and in connection with LKR's and LYSA's soccer program, including LKR's employees, agents, representatives, invitees, or volunteers. For clarity, the use of the Park by LKR's women's semi-professional team or LA Krewe FC (provided both teams pay the fees provided herein) shall not be deemed to be assignment or subletting.

Notices

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

City of Lafayette
Attn: Monique B. Boulet, Mayor-President
P. O. Box 4017-C
Lafayette, LA 70502

or

LYSA and LKR
Attn: Michael Ritch
200 Sonny Roy Lane
Lafayette, LA 70507

Counterpart

This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original and all counterparts being considered one and the same instrument.

Miscellaneous

A. Severability

The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

B. Survivability

The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, including but not limited to indemnity provisions, shall so survive the completion and termination of this Agreement.

C. Nonwaiver

The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

D. Joint Drafting

This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

F. Rules of Construction

The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

G. Exhibits

Exhibits B and C may be modified by agreement of the parties, in writing, signed by the persons designated herein to receive notices, or their successors or designees, without the need to amend this Agreement.

H. Attorney Fees and Expenses

Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

I. Governing Law

This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

J. Venue

The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.

K. Non-Appropriation of Funds

Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into a new fiscal year (November 1 through October 31) is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, its obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

L. Budgeted Funds

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by the City under the Agreement shall be that which is the amount budgeted by the City for this Agreement. In the event the total amount of this Agreement is increased for any reason, so as to exceed the amount budgeted, the parties agree that the City shall not be liable for the amount of such increase until and unless said budget is amended as provided for by the Lafayette City-Parish Consolidated Government's Home Rule Charter to allow for such an increased amount.

THUS DONE AND SIGNED this ____ day of _____, 2025, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: CITY OF LAFAYETTE

Print: _____ By: _____
Monique B. Boulet
Mayor-President

Print: _____

Notary Public
Notary Id. No. _____

THUS DONE AND SIGNED this ____ day of _____, 2025, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: LA KREWE RUSH, LLC

Print: _____ By: _____
Hunter Perret
Board Chairperson

Print: _____

Notary Public
Notary Id. No. _____

THUS DONE AND SIGNED this ____ day of _____, 2025, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

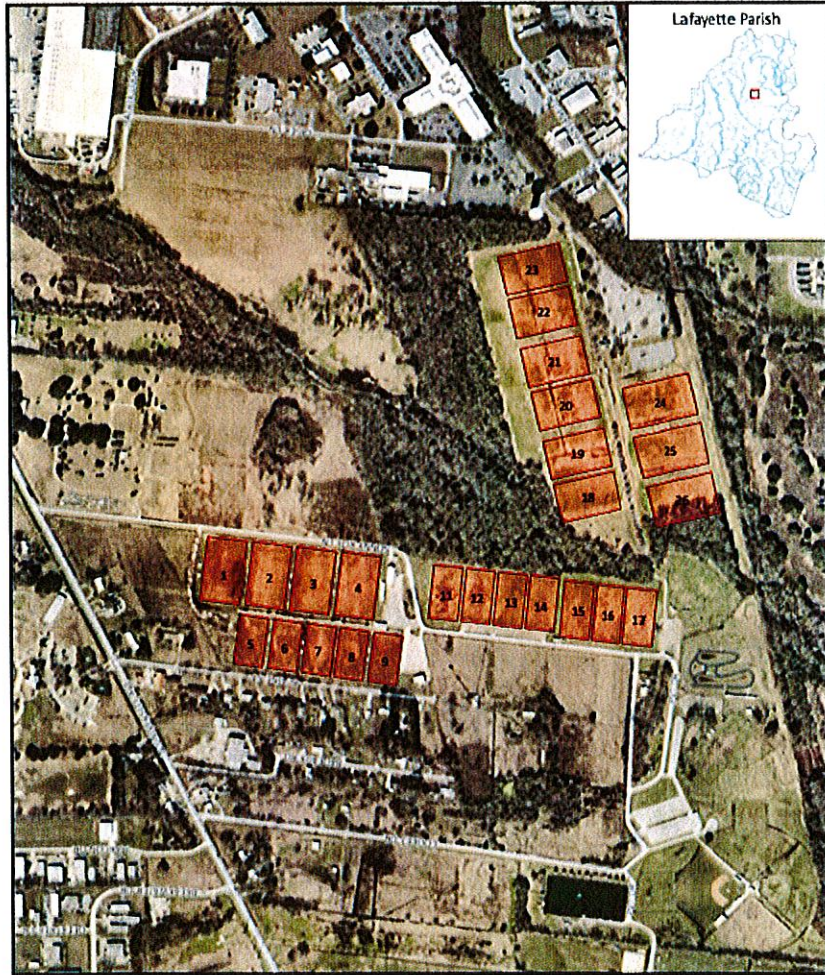
WITNESSES: LAFAYETTE YOUTH SOCCER ASSOCIATION, INC.

Print: _____ By: _____
Chris Rabalais
Board President

Print: _____

Notary Public
Notary Id. No. _____

EXHIBIT A



Moore Park Complex
Park Layout



EXHIBIT B
LKR

During the Fall and Spring Seasons:

Monday (4:30 PM – 9:00 PM)	Six (6) fields
Tuesday (4:30 PM – 9:00 PM)	Six (6) fields
Wednesday (4:30 PM – 9:00 PM)	Six (6) fields
Thursday (4:30 PM – 9:00 PM)	Eight (8) fields
Friday (4:30 PM – 9:00 PM)	Two (2) fields
Saturday	Four (4) fields
Sunday	Four (4) fields

The start and end dates of competitive season vary but will generally run from the beginning of August until mid-November for the Fall and from mid-January through the end of May for the Spring. LKR shall provide the City with advance notice regarding the specific dates for each season.

Times for field use on Saturdays and Sundays will vary based on opposing team travel schedules. LKR will provide advance notice to the City each week regarding its desired times for the fields.

In addition to the foregoing, the Season Fees shall include two (2) fields in the offseason (i.e., Summer and Mid-November – Mid-January), which may be used by LKR or its associated semi-professional teams.

Despite the foregoing, LKR and the City shall mutually cooperate in good faith in the event the City has an overriding community or public need or other extraordinary need to use the Park during the foregoing times.

EXHIBIT C
LYSA

During the Fall and Spring Seasons:

Monday (4:30 PM – 9:00 PM)	Seven (7) fields
Tuesday (4:30 PM – 9:00 PM)	Seven (7) fields
Wednesday (4:30 PM – 9:00 PM)	Seven (7) fields
Thursday (4:30 PM – 9:00 PM)	Seven (7) fields
Friday (4:30 PM – 9:00 PM)	Three (3) fields
Saturday	Seven (7) fields
Sunday	Seven (7) fields

The start and end dates of recreational season vary but will generally run from the beginning of September until November for the Fall and from February through the end of April for the Spring. LYSA shall provide the City with advance notice regarding the specific dates for each season.

Times for field use on Saturdays and Sundays will vary based on opposing team travel schedules. LYSA will provide advance notice to the City each week regarding its desired times for the fields.

Despite the foregoing, LYSA and the City shall mutually cooperate in good faith in the event the City has an overriding community or public need or other extraordinary need to use the Park during the foregoing times.



Memorandum

TO: Joseph Gordon-Wiltz, Clerk of the Council DATE: October 31, 2025

THRU: Rachel Godeaux, CAO

FROM: Brian K. McGrath, Interim PARC Director

SUBJECT: CITY COUNCIL MEETING AGENDA – Introduction November 18, 2025; Final Adoption December 2, 2025 - An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Enter into a Cooperative Endeavor Agreement by and between the City of Lafayette, Lafayette Youth Soccer Association, Inc. and LA Krewe Rush, LLC

Enclosed please find: (i) the Agenda Item Submittal Form; (ii) An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Enter into a Cooperative Endeavor Agreement by and between the City of Lafayette, Lafayette Youth Soccer Association, Inc. and LA Krewe Rush, LLC; and (iii) Cooperative Endeavor Agreement.

This is a City Ordinance as it pertains to Moore Park, which is owned by the City of Lafayette.

If all is in order, kindly sign and present to the Council Office in order that it be put on the City Council agenda to be introduced at the City Council meeting on Tuesday, November 18, 2025, with final adoption on Tuesday, December 2, 2025.

Thanks,

Brian K. McGrath
Interim PARC Director

RECEIVED

^{DS}
OCT 31 2025

OFFICE OF THE CAO

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to Enter into a Cooperative Endeavor Agreement by and between the City of Lafayette, Lafayette Youth Soccer Association, Inc. and LA Krewe Rush, LLC

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

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

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: November 18, 2025

B) FINAL ADOPTION: December 2, 2025

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

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (3 pages)

D) Cooperative Endeavor Agreement with Exhibits (13 pages)

6) **FISCAL IMPACT:**

Fiscal Impact (Explain)

No Fiscal Impact

RECOMMENDED BY:



BRIAN K. MCGRATH
INTERIM PARC DIRECTOR

APPROVED FOR AGENDA:



RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER