

CITY ORDINANCE NO. CO-016-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND THE LAFAYETTE PUBLIC TRUST FINANCING AUTHORITY (LPTFA) TO PROVIDE FOR FUNDING FOR A HOUSING NEEDS ASSESSMENT FOR THE CITY OF LAFAYETTE

BE IT ORDAINED by the Lafayette City Council, that:

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, the Lafayette City-Parish Consolidated Government (“LCG”) has undertaken a comprehensive planning effort that culminated in PlanLafayette, the comprehensive master plan for the City and Parish of Lafayette, which was adopted by the City-Parish Planning Commission by Resolution No. R-2014-01 on June 10, 2014 and further endorsed by Resolution No. R-026-2014 by the City-Parish Council on July 1, 2014; and

WHEREAS, PlanLafayette, identifies the provision of high-quality, affordable, and diverse housing choices as essential to economic vitality, workforce stability, neighborhood reinvestment, and overall quality of life and establishes goals and policies related to affordable housing, workforce housing, mixed-income development, and neighborhood stabilization; and

WHEREAS, PlanLafayette further recognizes the need for data-driven strategies to strengthen older neighborhoods, support infill development, align housing location with employment centers, and respond to changing demographic and housing preferences; and

WHEREAS, LCG is currently undertaking a growth and development planning effort focused on development patterns, land use, and long-term growth management within the unincorporated areas of Lafayette Parish, the findings of which are expected to inform future policy, planning, and infrastructure decisions; and

WHEREAS, as part of the growth and development planning effort, an assessment of housing is necessary (the “Housing Needs Assessment”); and

WHEREAS, while such growth and development planning effort focus on the unincorporated areas of the parish, the Housing Needs Assessment focuses on the City of Lafayette, and together these efforts are intended to provide a more comprehensive understanding of housing needs, development patterns, and growth dynamics across the parish; and

WHEREAS, a Housing Needs Assessment Working Group, composed of representatives from public agencies, housing and economic development partners, philanthropic organizations,

and community stakeholders, has been convened to guide and inform a comprehensive analysis of housing needs for the City of Lafayette; and

WHEREAS, LPTFA is authorized under its Trust Indenture to finance and support projects, programs, and planning activities that serve a valid public purpose, including those related to housing, economic development and community revitalization; and

WHEREAS, the LPTFA and LCG desire to work together and contribute resources to the Housing Needs Assessment (the "Project"); and

WHEREAS, LCG and LPTFA desire to enter into Cooperative Endeavor Agreement (the "Agreement") to set forth the obligation of each with respect to the funding and support of a Housing Needs Assessment for the City of Lafayette, which will direct future housing-related policy and planning decisions and advance the implementation of PlanLafayette; and

WHEREAS, LCG has the authority to enter into an Agreement with LPTFA as evidenced by its governmental purpose of fostering growth and development within the City and Parish of Lafayette; and

WHEREAS, the public purpose of the Project is to assist LCG with enhancing residents' quality of life by improving housing, transportation infrastructure, and accessibility to public spaces, which fosters economic growth and development and ensures sustainability; and

WHEREAS, LCG has a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration described in the Agreement; and

WHEREAS, the transfer or expenditure of public funds or property 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 adopted as part of this ordinance.

SECTION 2: The Cooperative Endeavor Agreement by and between the Lafayette City-Parish Consolidated Government and the Lafayette Public Trust Financing Authority attached hereto is intended to outline the duties and responsibilities of LCG and the LPTFA regarding the aforescribed Housing Needs Assessment.

SECTION 3: The Lafayette City Council hereby authorizes the Lafayette Mayor-President, or her designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, contracts, payment request, correspondence, contracts, amendments, requisitions, reimbursements, etc., which may be

necessary for the completion of the Project and to take all other action necessary in connection with said Project, and to execute and deliver an Agreement substantially in the form attached hereto.

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

SECTION 5: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

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**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND
THE LAFAYETTE PUBLIC TRUST FINANCING AUTHORITY (LPTFA)
TO PROVIDE FOR FUNDING FOR A HOUSING NEEDS ASSESSMENT
FOR THE CITY OF LAFAYETTE**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that, on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public in and for the aforesaid Parish and State, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses personally came and appeared:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by the Lafayette Mayor-President, Monique B. Boulet who is duly authorized by Ordinance No. CO-____-2026 to enter into this Cooperative Endeavor Agreement (“LCG”);

and

LAFAYETTE PUBLIC TRUST FINANCING AUTHORITY, a public trust and political subdivision of the State of Louisiana, created and authorized pursuant to La. R.S. 9:2341 *et seq.*, represented herein by its Board Chair, Melissa Theriot, who is duly authorized to enter into this Cooperative Endeavor Agreement (“LPTFA”),

each of whom declared:

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, LCG has undertaken a comprehensive planning effort that culminated in PlanLafayette, the comprehensive master plan for the City and Parish of Lafayette, which was adopted by the City-Parish Planning Commission by Resolution No. R-2014-01 on June 10, 2014 and further endorsed by Resolution No. R-026-2014 by the City-Parish Council on July 1, 2014; and

WHEREAS, PlanLafayette, identifies the provision of high-quality, affordable, and diverse housing choices as essential to economic vitality, workforce stability, neighborhood reinvestment, and overall quality of life and establishes goals and policies related to affordable housing, workforce housing, mixed-income development, and neighborhood stabilization; and

WHEREAS, PlanLafayette further recognizes the need for data-driven strategies to strengthen older neighborhoods, support infill development, align housing location with employment centers, and respond to changing demographic and housing preferences; and

WHEREAS, LCG is currently undertaking a growth and development planning effort focused on development patterns, land use, and long-term growth management within the unincorporated areas of Lafayette Parish, the findings of which are expected to inform future policy, planning, and infrastructure decisions, and

WHEREAS, as part of the growth and development planning effort, an assessment of housing is necessary (the "Housing Needs Assessment"); and

WHEREAS, while such growth and development planning effort focus on the unincorporated areas of the parish, the Housing Needs Assessment focuses on the City of Lafayette, and together these efforts are intended to provide a more comprehensive understanding of housing needs, development patterns, and growth dynamics across the parish; and

WHEREAS, a Housing Needs Assessment Working Group, composed of representatives from public agencies, housing and economic development partners, philanthropic organizations, and community stakeholders, has been convened to guide and inform a comprehensive analysis of housing needs for the City of Lafayette; and

WHEREAS, LPTFA is authorized under its Trust Indenture to finance and support projects, programs, and planning activities that serve a valid public purpose, including those related to housing, economic development and community revitalization; and

WHEREAS, the LPTFA and LCG desire to work together and contribute resources to the Housing Needs Assessment (sometimes simply the "Project"); and

WHEREAS, LCG and LPTFA desire to enter into this Cooperative Endeavor Agreement (the "Agreement") to set forth the obligation of each with respect to the funding and support of a Housing Needs Assessment for the City of Lafayette, which will direct future housing-related policy and planning decisions and advance the implementation of PlanLafayette; and

WHEREAS, LCG has the authority to enter into this Agreement as evidenced by its governmental purpose of fostering growth and development within the City and Parish of Lafayette; and

WHEREAS, the public purpose of the Project is to assist LCG with enhancing residents' quality of life by improving housing, transportation infrastructure, and accessibility to public spaces, which fosters economic growth and development and ensures sustainability; and

WHEREAS, LCG has a reasonable expectation of receiving a benefit or value that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation.

NOW, THEREFORE, in consideration of the covenants set forth herein, LCG and the LPTFA hereby agree and contract as follows:

1. **AGREEMENT**. Subject to the terms and conditions contained herein, the parties hereto do hereby agree and obligate themselves as set forth below, for the purpose of funding and supporting a Housing Needs Assessment for the City of Lafayette.

2. **LCG OBLIGATIONS**. In consideration of the terms and conditions contained herein, LCG does hereby obligate itself as follows with respect to the Project:

(a) LCG shall provide funding to LPTFA to support the completion of the Housing Needs Assessment.

(b) LCG shall provide up to \$50,000 for the Project. LCG has approved said funding through appropriation authorized by the Lafayette City Council in accordance with the applicable budgetary and legislative procedures.

3. **LPTFA OBLIGATIONS**. In consideration of the terms and conditions contained herein, LPTFA does hereby obligate itself as follows with respect to the Project:

(a) LPTFA shall serve as the contracting and administering agency for the Housing Needs Assessment and shall select and contract with a qualified consultant through a competitive procurement process.

(b) LPTFA and its consultant shall perform all services necessary to complete the Housing Needs Assessment, including data analysis, stakeholder engagement, and development of findings and recommendations.

(c) LPTFA shall administer payments to the consultant in accordance with the executed consultant agreement and shall ensure that funds provided under this Agreement are used solely for the purposes set forth herein.

4. **PROJECT ADMINISTRATION AND COORDINATION**. LPTFA shall coordinate and communicate with LCG throughout the duration of the Project and shall provide LCG with periodic updates and copies of major interim and final deliverables for informational purposes.

5. **PROJECT SEQUENCE.** Upon execution of this Agreement, LPTFA shall initiate the procurement process for the consultant and oversee completion of the Housing Needs Assessment in accordance with the approved scope of work and schedule established in the consultant agreement.

6. **OWNERSHIP AND USE OF WORK PRODUCT.** All reports, data, analyses, and work products produced as part of the Project shall be considered public records. LCG and LPTFA may each use such work products for public purposes consistent with their respective missions. The LPTFA shall be considered the custodian of such records under applicable law.

7. **INDEMNITY.** Each party agrees to be responsible for its own acts or omissions to the extent permitted by law. Nothing herein shall be construed as a waiver of any governmental immunity or limitation of liability afforded to either party under Louisiana law.

8. **NON-ASSIGNABILITY.** This Agreement is strictly between LCG and LPTFA, and no party has the right to assign this Agreement or any part hereof to any other party.

9. **PUBLIC PURPOSES.** According to this Agreement, LCG and LPTFA agree and obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.*, and all parties agree that, notwithstanding any other provision to the contrary, this Agreement shall terminate immediately if it is determined that any of the activities undertaken herein are being used for any purpose other than those specifically set forth herein.

10. **NON-APPROPRIATION OF FUNDS.** The continuation of this Agreement into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, the obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

11. **BUDGETED FUNDS.** Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by LCG for said Agreement. In the event the total amount of this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be

liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

12. **ENTIRE AGREEMENT.** This Agreement, along with any Exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties and shall be effective as of the date that this Agreement is executed; all prior agreements between the parties, whether written or oral, shall have no force or effect.

13. **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:

If to LCG:

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

If to LPTFA:

Lafayette Public Trust Financing Authority
Attn: Melissa Theriot, Chairman
200 West Second St.
Lafayette, LA 70501

With copy to:

DeCuir, Clark & Adames, L.L.P.
Attn: Brandon DeCuir
732 North Boulevard
Baton Rouge, LA 70802

[Signatures appear on next page]

THUS DONE AND SIGNED before the undersigned competent witnesses, and me,
Notary Public, at Lafayette, Louisiana this ____ day of _____, 2026, after due and
complete reading of the whole.

WITNESSES:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Print: _____

By: _____
Monique B. Boulet
Lafayette Mayor-President

Print: _____

NOTARY PUBLIC

THUS DONE AND SIGNED before the undersigned competent witnesses, and me,
Notary Public, at Lafayette, Louisiana this ____ day of _____. 2026, after due and
complete reading of the whole.

WITNESSES:

LAFAYETTE PUBLIC TRUST
FINANCING AUTHORITY

Print: _____

By: _____
Melissa Theriot, Chair

Print: _____

NOTARY PUBLIC



Internal Memorandum

Community Development and Planning Department
Planning Division (5901)

TO: Rachel Godeaux **DATE:** January 30, 2026

FROM: Cathie Gilbert

THRU: Christina Dayries *col*

SUBJECT: Cooperative Endeavor Agreement

The attached ordinance would approve and authorize the Mayor-President to sign a Cooperative Endeavor Agreement with the Lafayette Public Trust Financing Authority to contribute \$50,000 to a Housing Assessment Study for the City of Lafayette.

The Lafayette Public Trust Financing Authority has assembled a consortium of partners to support and fund a Housing Assessment Study for the City of Lafayette. LCG is a partner in funding this study. The study will do the following:

- Provide an independent, comprehensive analysis of our housing market and affordability conditions.
- Equip funders, developers, nonprofits, and public partners with actionable data to guide investment and policy.
- Create a roadmap for aligning resources across sectors, ensuring that efforts to expand and preserve housing are both targeted and effective.
- Help us tell a unified story about the scale of housing need in Lafayette and the role we can collectively play in addressing it.
- Provide a target of supply needs to inform our infill work, administrative rezonings, infrastructure planning, etc.
- Provides much needed local data for the Consolidated Housing Plan which CDP staff will begin collecting data in 2026.

We are requesting that this ordinance be placed on the City Council agenda for introduction on February 24th and final adoption on March 10th. Please call if you have any questions or require additional information in this matter.



Cathie Gilbert
Planning Manager

RECEIVED

FEB 05 2026

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 Lafayette City-Parish Consolidated Government and the Lafayette Public Trust Financing Authority (LPTFA) to provide for funding of a housing needs assessment for the City of Lafayette
- 2) **ACTION REQUESTED:** Approval of ordinance
- 3) **REQUEST ACTION OF COUNCIL:**
 - A. INTRODUCTION: February 24, 2026
 - B. FINAL ADOPTION: March 10, 2026
- 4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**
 - A. Cover Memo from Planning Manager (1 page)
 - B. Submittal Form (1 page)
 - C. Ordinance (3 pages)
 - D. Cooperative Endeavor Agreement (7 pages)
 - E. Budgetary Revision (1 page)
- 5) **FISCAL IMPACT:**
 Fiscal Impact
 No Fiscal Impact

RECOMMENDED BY:


CHRISTINA DAYRIES, DIRECTOR

APPROVED FOR AGENDA:


CHIEF ADMINISTRATIVE OFFICER