

11.

CITY ORDINANCE NO. CO-025-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT AND LAFAYETTE CENTRÉ DEVELOPMENT DISTRICT D/B/A DOWNTOWN DEVELOPMENT AUTHORITY FOR A DOWNTOWN-URBAN CORE REDEVELOPMENT PLAN; AUTHORIZING THE DISBURSEMENT OF \$100,000 IN CITY COUNCIL DOWNTOWN COMPREHENSIVE PLAN RESERVE FUNDS; AND FURTHER AUTHORIZING THE USE OF \$400,000 OF THE FY 2025-2026 DOWNTOWN CAPITAL BUDGET ALLOCATION FOR SAID PURPOSE

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the Lafayette City-Parish Consolidated Government (“LCG”) is responsible for the economic, cultural, infrastructure, and community development of the downtown area and broader urban core of the City of Lafayette; and

WHEREAS, the Lafayette Centre Development District d/b/a Downtown Development Authority (“DDA”) is a political subdivision of the State of Louisiana created by Act No. 194 of the 1983 Regular Session of the Louisiana Legislature, as amended, for the express public purpose of halting property value deterioration and formulating redevelopment plans for the Central Business District of Lafayette; and

WHEREAS, Section 3B of the DDA’s enabling legislation requires that redevelopment plans formulated by the DDA be submitted to the Lafayette City Council for review and adoption; and

WHEREAS, Louisiana Revised Statutes 33:4625(F) grants the DDA the powers of a parish redevelopment authority, including the authority to conduct surveys, studies, plans, appraisals, and related work necessary to prepare for redevelopment projects and to enter into agreements with the local governing body in furtherance of such work; and

WHEREAS, Article VII, Section 14(C) and Article VI, Section 20 of the Louisiana Constitution, along with the Local Services Law (La. R.S. 33:1321, et seq.) and the Cooperative Economic Development Law (La. R.S. 33:9020, et seq.), authorize political subdivisions to engage in cooperative endeavors with one another for a public purpose, including economic development, redevelopment planning, blight elimination, infrastructure improvement, and job creation; and

WHEREAS, LCG and the DDA desire to enter into a Cooperative Endeavor Agreement (“CEA”) establishing the legal, financial, and operational framework for comprehensive redevelopment planning work known as the Downtown-Urban Core Redevelopment Plan (the “Redevelopment Work”); and

WHEREAS, the Redevelopment Work will include a comprehensive parking, transit, and mobility analysis; a parks and cultural assets analysis; and a public-private partnership opportunity analysis of catalytic sites within and adjacent to downtown, all designed to prepare the urban core for private investment and coordinated public infrastructure improvements; and

WHEREAS, the Redevelopment Work will result in the formulation of a Downtown-Urban Core Opportunity Sites and Infrastructure Plan suitable for adoption by the Lafayette City Council as the official Downtown Redevelopment Plan pursuant to Section 3B of the DDA's enabling legislation, followed by the formulation of Development Programs pursuant to Section 3C of said legislation; and

WHEREAS, LCG recognizes that the DDA is statutorily empowered to conduct this Redevelopment Work and that this CEA provides the proper statutory pathway for the City Council to retain approval authority over the resulting Redevelopment Plan and Development Programs; and

WHEREAS, LCG has previously set aside \$100,000.00 within City Council reserve accounts for a Downtown Comprehensive Plan and desires to utilize said funds to initiate this Redevelopment Work in partnership with the DDA; and

WHEREAS, LCG further desires to use \$400,000.00 of the FY 2025-2026 Downtown Capital budget allocations to supplement said reserve funds in order to provide a total LCG contribution of \$500,000.00 toward the Redevelopment Work, to be administered by the DDA in accordance with the CEA; and

WHEREAS, the DDA will contribute \$50,000.00 in cash, along with substantial in-kind administrative and staff support, toward the Redevelopment Work; and

WHEREAS, the Lafayette City Council finds that the Redevelopment Work serves a clear and compelling public purpose, including elimination of blight, enhancement of infrastructure, stimulation of economic development, expansion of the tax base, and leveraging of public investment through private capital; and

WHEREAS, the value of the economic development benefits anticipated to be realized by LCG as a result of the Redevelopment Work are projected to exceed the amount of public funds contributed pursuant to this ordinance, and therefore this action does not constitute a gratuitous donation of public funds.

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 Lafayette City-Parish Consolidated Government and the Lafayette Centre Development District d/b/a Downtown Development Authority for the Downtown-Urban Core Redevelopment Plan, in substantially the same form as attached hereto.

SECTION 3: The disbursement of \$100,000.00 to the Downtown Development Authority from previously appropriated City Council Downtown Comprehensive Plan reserve funds is hereby authorized for purposes of funding the Redevelopment Work pursuant to the CEA.

SECTION 4: The use of the FY 2025-2026 Downtown Capital budget allocation in the amount of \$400,000.00 is also authorized for disbursement to the Downtown Development Authority pursuant to the terms of the CEA.

SECTION 5: The Lafayette Mayor-President and the Chief Financial Officer are hereby authorized to take all actions necessary to effectuate the budget adjustments, transfers, reimbursements, and administrative actions necessary to carry out the intent of this ordinance.

SECTION 6: All ordinances and resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 7: 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

BETWEEN

LAFAYETTE CONSOLIDATED GOVERNMENT

AND

LAFAYETTE CENTRE DEVELOPMENT DISTRICT

d/b/a DOWNTOWN DEVELOPMENT AUTHORITY

FOR A

DOWNTOWN-URBAN CORE REDEVELOPMENT PLAN

This COOPERATIVE ENDEAVOR AGREEMENT (this "Agreement" or "CEA") is made and entered into as of the ____ day of _____, 2026, by and between:

LAFAYETTE CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana ("LCG"); and

LAFAYETTE CENTRE DEVELOPMENT DISTRICT d/b/a DOWNTOWN DEVELOPMENT AUTHORITY, a political subdivision of the State of Louisiana created pursuant to Act No. 194 of the 1983 Regular Session of the Louisiana Legislature, as amended (the "DDA" or "Authority").

LCG and the DDA are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, provides that for a public purpose, political subdivisions may engage in cooperative endeavors with each other or with any public or private associations, corporations, or individuals; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974, as amended, provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the State, or with the United States or its agencies; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) ("The Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion

of the undertaking, and that such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.) (the "Cooperative Economic Development Law"), provides that local governmental subdivisions (including municipalities and parishes) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development; and

WHEREAS, economic development constitutes a public purpose for the expenditure of public funds as determined by the Louisiana State Legislature under various provisions of law, including but not limited to the Cooperative Economic Development Law; and

WHEREAS, the DDA was created by Act No. 194 of the 1983 Regular Session of the Louisiana Legislature, as amended in the 1984 Regular Session (the "Enabling Legislation"), wherein the Legislature found and declared that "it is necessary for the public health, safety, and welfare of the city of Lafayette that the property value deterioration in the principal area or areas of the city of Lafayette known generally as the Central Business District be halted and that the causes of such deterioration be halted, since the Central Business District is the center of commercial, civic, and cultural activities of the metropolitan area"; and

WHEREAS, Section 3A(1) of the Enabling Legislation provides that the DDA "shall be a political subdivision of the state of Louisiana as defined in Article VI, Section 44(2) of the Constitution of Louisiana and, as such, shall have all of the powers accorded by law to political subdivisions of the state, including the power to cooperate with and to engage in cooperative endeavors with other persons and entities as provided by Article VI, Section 20 and Article VII, Section 14(C) of the Constitution of Louisiana"; and

WHEREAS, Section 3A of the Enabling Legislation provides that "in order to effectuate the purposes of this Act the authority shall have the specific authority provided in R.S. 33:4625(F)," which grants the DDA the powers of a parish redevelopment authority, "such authority shall be exercised solely within the district, with the exception of the power of expropriation"; and

WHEREAS, R.S. 33:4625(F)(5) authorizes the DDA "to make or have made all surveys and plans necessary to the carrying out of the purposes of this section and to contract with any person, public or private, in the making and carrying out of such plans," including specifically under R.S. 33:4625(F)(5)(c), "appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities"; and

WHEREAS, R.S. 33:4625(F)(2) authorizes the DDA "to provide or to arrange or contract for the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities for or in connection with a redevelopment project" and "to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements"; and

WHEREAS, R.S. 33:4625(F)(4)(d) authorizes the DDA "to apply for and accept advances, leases, grants, contributions, and any other form of financial assistance from the federal government, the state, parish or other public bodies, or from any sources, public or private, for the purposes of this section"; and

WHEREAS, R.S. 33:4625(F)(10) specifically authorizes the DDA "to enter into agreements and contracts with the local governing body or any other public body, in pursuance of the intent of this section"; and

WHEREAS, Section 3B of the Enabling Legislation provides that "[t]he Authority shall formulate a redevelopment plan or plans for the district and submit such plan to the city council for its review and approval. The council shall adopt or reject such a plan by a majority vote of its members. Modifications of such a plan may be proposed and shall be approved or rejected in the same manner. The authority shall formulate a program or programs to implement any redevelopment plan so approved by the council. Such a program shall implement the various plans in such a manner as to aid and encourage private development of the area and to promote and coordinate public development. In formulating such program, the authority may conduct studies and may consult with all departments of the city of Lafayette and other public and private agencies concerned with matters affecting or affected by the program"; and

WHEREAS, Section 3C of the Enabling Legislation provides that "[t]he city council shall review and consider any proposed development program submitted to it by the authority and shall adopt or reject such proposal by a majority vote of its members" and that "[w]hen the City council adopts a development program, it shall become final and conclusive"; and

WHEREAS, Section 3E of the Enabling Legislation provides that "[a]fter approval of the development program, the district may then implement any portion thereof in such manner as shall in the judgment of its governing authority most likely accomplish said program. To that end, the district may employ engineers, architects, attorneys, underwriters, and other professionals necessary for the financing and implementation of the construction, renovation, maintenance, or operation of facilities described in the redevelopment plan and may contract but in accordance with law for the construction, renovation, and maintenance, or operation, of the facilities"; and

WHEREAS, Section 6 of the Enabling Legislation provides that "[t]he district shall be authorized to enter into agreements with any person or persons, public or private, providing for contributions or payments towards the cost of financing public facilities in the district"; and

WHEREAS, LCG is a political subdivision of the State with authority to enter into cooperative endeavor agreements and to appropriate funds for economic development purposes pursuant to the Louisiana Constitution and applicable state law; and

WHEREAS, LCG has appropriated, or will appropriate via budget amendment, the sum of Five Hundred Thousand Dollars (\$500,000.00) to fund a portion of the Redevelopment Work (as defined herein), which funds are currently held in reserve pending execution of this Agreement and completion of a budget amendment; and

WHEREAS, the Downtown Lafayette Economic Development District ("Downtown EDD") is a special district and political subdivision of the State created by LCG pursuant to the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes and City Ordinance No. O-233-2019, which collects a 1% sales tax and 2% hotel occupancy tax to support the financing of development projects within its boundaries; and

WHEREAS, LCG, the DDA and the Downtown EDD have entered into a Cooperative Endeavor Agreement (the "Master CEA") establishing a framework for the funding of economic development projects using the Net Revenues of the EDD Tax, and

WHEREAS, the Parties anticipate that the Downtown EDD may contribute additional funds to the Redevelopment Work in the future through a separate cooperative endeavor agreement between the DDA and the Downtown EDD, which agreement shall be structured to be compatible with and complementary to this Agreement; and

WHEREAS, the Downtown Action Plan (2014) and the Downtown Strategic Redevelopment Plan (2018) both identified the need to increase residential opportunities in the core of the city and to catalyze development in target areas where it might not otherwise be economically feasible; and

WHEREAS, as the economic and cultural heart of Lafayette, downtown serves a critical role in the broader community's economic vitality, however vacant and underutilized properties, insufficient parking infrastructure, and gaps in pedestrian connectivity have limited the area's full potential; and

WHEREAS, the downtown area currently hosts major cultural assets, including the Festival International de Louisiane, which attracts hundreds of thousands of visitors annually, and several surface parking lots currently used by the festival could be targeted for redevelopment, requiring thoughtful planning for cultural venue expansion and reconfiguration so that those surface lots

may be developed while also providing new “permanent” spaces that allow for the expansion of the Festival footprint downtown, as well as provide better facilities for the many other events that occur each year downtown; and

WHEREAS, the Community Foundation of Acadiana (“CFA”) has established the Downtown-Urban Core Redevelopment Fund, a field of interest fund, to provide philanthropic support for complementary engagement, education, and advocacy efforts undertaken by Downtown Lafayette Unlimited in coordination with the Redevelopment Work. To date, the field of interest fund has received more than \$400,000 in pledges; and to provide philanthropic support for complementary engagement, education, and advocacy efforts undertaken by Downtown Lafayette Unlimited in coordination with the Redevelopment Work.

WHEREAS, in order to induce economic development within Downtown Lafayette and the surrounding urban core, the Parties desire to undertake or cause to be undertaken comprehensive planning, site analysis, market positioning, and development facilitation activities (collectively, the “Redevelopment Work”) designed to encourage economic development, eliminate blighted and vacant property, generate revenues for infrastructure and other necessary capital expenditures, stimulate job creation by enhancing the feasibility of private sector projects that help to achieve the economic goals outlined in the Downtown Action Plan, and catalyze development in target areas where it might not otherwise be economically feasible; and

WHEREAS, the Redevelopment Work is authorized by R.S. 33:4625(F)(5) as surveys, plans, and related work necessary to the carrying out of the DDA’s redevelopment purposes, and specifically by R.S. 33:4625(F)(5)(c) as “appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities”; and

WHEREAS, the Redevelopment Work is intended to result in the development of a Downtown-Urban Core Opportunity Sites and Infrastructure Plan (the “Plan”) suitable for adoption by the Lafayette City Council as the official Downtown Redevelopment Plan as contemplated by Section 3B of the Enabling Legislation; and

WHEREAS, the Redevelopment Work will include three integrated components: (1) a Parking, Transit, and Mobility Plan; (2) a Parks and Cultural Plan; and (3) P3 Opportunities analysis for approximately twelve initial target sites both within and adjacent to downtown, with the goal of preparing catalytic sites for private investment and development; and

WHEREAS, the geographic scope of the Redevelopment Work extends beyond the boundaries of both the DDA and the Downtown EDD to include portions of the broader urban core, which extension serves the public purpose of enhancing connectivity between downtown and neighboring areas such as the University of Louisiana at Lafayette, the Oil Center, and the

Thruway, thereby driving foot traffic, increasing access, and greatly benefiting downtown even where activities occur outside the DDA's jurisdictional boundaries; and

WHEREAS, to the extent that any component of the Redevelopment Work occurs outside the boundaries of the DDA or the Downtown EDD, LCG desires to authorize and direct the DDA to manage such work on LCG's behalf, utilizing LCG's authority as a political subdivision with citywide jurisdiction, and the DDA is willing to accept such authorization and to manage such work as part of the integrated Redevelopment Work contemplated by this Agreement; and

WHEREAS, the Parties intend that the Redevelopment Work proceed in accordance with the statutory approval framework established by the Enabling Legislation, as follows: (i) the City Council will approve this Agreement and the associated budget amendment, enabling the DDA to issue a Request for Qualifications and commence the Redevelopment Work; (ii) upon completion of the Phase 1 Work, the DDA will submit the resulting Plan to the City Council for adoption as the official Downtown Redevelopment Plan pursuant to Section 3B of the Enabling Legislation; (iii) upon completion of the Phase 2 Work and identification of specific catalytic development projects, the DDA will submit a Development Program to the City Council for adoption pursuant to Section 3C of the Enabling Legislation; and (iv) upon adoption of the Development Program, the DDA may implement such program pursuant to Section 3E of the Enabling Legislation; and

WHEREAS, the Parties understand and agree that the Enabling Legislation envisions that the City Council have several opportunities to review and approve certain phases of this work, and that implementation of specific development projects cannot occur without such approval; and

WHEREAS, the Parties reasonably expect that they will each receive real and substantial Economic Development Benefits (as defined herein) from the Redevelopment Work, including but not limited to enhanced economic development and expanded tax base, elimination of blight, creation of jobs, achievement of community master plan goals, improved public infrastructure, leveraging of public investment through private capital, and enhanced quality of life for citizens; and

WHEREAS, the Downtown EDD has commissioned an independent Public Benefits Analysis to be prepared by Dr. James A. Richardson, a noted Louisiana economist, which analysis will quantify the potential for private investment, job creation, and new tax revenue resulting from the Redevelopment Work, and which analysis shall inform and support all components of the Redevelopment Work regardless of funding source; and

WHEREAS, it is not the intent of the Parties to enter into a gratuitous transfer of public funds because the Parties expect that they will each receive something of value equivalent to or in excess of the value of their obligations hereunder, and the Parties will have reciprocal obligations relating to the Redevelopment Work; and

WHEREAS, the Parties desire to enter into this Agreement under Article VII, Section 14(C) of the Constitution, the Cooperative Economic Development Law, Article VI, Section 20 of the Constitution, and The Local Services Law, all for the purpose of enabling the DDA to undertake or cause to be undertaken the Redevelopment Work and to provide for the funding thereof.

NOW, THEREFORE, in consideration of the mutual benefits hereby conferred, the reciprocal obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree with each other as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Defined Terms.

As used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined:

"Act" means, collectively, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended, the Cooperative Economic Development Law, Article VI, Section 20 of the Louisiana Constitution of 1974, as amended, and the Local Services Law.

"Agreement" or "CEA" means this Cooperative Endeavor Agreement, including any exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Applicable Standards" means all applicable local requirements, codes, and standards/guidelines, including, but not limited to, LCG Roadway Construction Standards and the Unified Development Code and all zoning, construction, applicable permits, codes, and ordinances and public bid laws that would be applicable to a similar publicly-funded project.

"Authority" or "DDA" means the Lafayette Centre Development District d/b/a Downtown Development Authority, a political subdivision of the State.

"Catalytic Sites" means properties identified through the Redevelopment Work as high-priority opportunities for development, including the approximately twelve initial target sites identified in Schedule A hereto.

"City" means the City of Lafayette, State of Louisiana.

"City Council" means the Lafayette City Council, which has approval authority over Redevelopment Plans and Development Programs pursuant to Sections 3B and 3C of the Enabling Legislation.

"Consultant" or "Redevelopment Team" means the professional services provider(s) selected by the DDA through the procurement process described in Article VI to perform the Redevelopment Work.

"Cooperative Economic Development Law" means Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020-33:9038.42, inclusive).

"DDA Contribution" means the sum of Fifty Thousand Dollars (\$50,000.00) to be contributed by the DDA toward the Redevelopment Work.

"Deliverables" means the work products, reports, studies, analyses, plans, and other outputs of the Redevelopment Work, as further described in Article IV and Schedule B hereto.

"Development Program" means a program formulated by the DDA pursuant to Section 3B of the Enabling Legislation to implement the Redevelopment Plan, which program shall be submitted to the City Council for adoption pursuant to Section 3C of the Enabling Legislation. A Development Program shall implement the Redevelopment Plan in such a manner as to aid and encourage private development of the area and to promote and coordinate public development.

"Downtown EDD" or "District" means the Downtown Lafayette Economic Development District, a political subdivision of the State of Louisiana and an economic development district created by the City in accordance with La. R.S. 33:9038.32 and the Cooperative Economic Development Law.

"Downtown In-Kind Contribution" means staff time, administrative overhead, and other non-cash contributions provided by the DDA in connection with the Redevelopment Work, the value of which is estimated at ten percent (10%) of the total Redevelopment Work contract value.

"Economic Development Benefits" means those benefits, tangible and intangible, conferred upon the Parties as a result of the Redevelopment Work, including the creation of jobs, increases in sales and use tax collections, elimination of blight, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, attraction of additional businesses, enhanced property values, strengthened neighborhood stability, improved access to goods and services, enhanced mobility and safety, and improved public realm, as well as other ancillary financial and economic development benefits.

"Effective Date" means the date on which both of the following conditions have been satisfied: (i) this Agreement has been executed by both Parties; and (ii) LCG has completed the budget amendment transferring the LCG Contribution from reserve to an account available for expenditure pursuant to this Agreement.

"Enabling Legislation" means Act No. 194 of the 1983 Regular Session of the Louisiana Legislature, as amended in the 1984 Regular Session, which created the Lafayette Centre Development District (d/b/a Downtown Development Authority).

"Fiscal Year" means, with respect to each Party, such Party's fiscal year as established by law or policy.

"Force Majeure" means any cause or condition beyond the reasonable control of a Party that prevents such Party from performing its obligations hereunder, including but not limited to acts of God, war, terrorism, riot, fire, flood, hurricane, pandemic, or governmental action.

"Invoice" means a request for reimbursement submitted by the DDA to LCG in accordance with Section 5.03.

"LCG" means Lafayette Consolidated Government, a political subdivision of the State of Louisiana.

"LCG Contribution" means the sum of Five Hundred Thousand Dollars (\$500,000.00) appropriated by LCG for the Redevelopment Work.

"Local Services Law" means Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.).

"Master CEA" means the Cooperative Endeavor Agreement between the Downtown EDD and the DDA, as amended and restated from time to time, establishing the framework for the funding of economic development projects using the Net Revenues of the EDD Tax.

"Milestone" means a defined point of progress in the Redevelopment Work against which reimbursement requests may be submitted, as set forth in Schedule C hereto.

"Parish Redevelopment Authority Powers" means the powers set forth in R.S. 33:4625(F), which are granted to the DDA pursuant to Section 3A of the Enabling Legislation, with the exception of the power of expropriation.

"Parties" means LCG and the DDA collectively.

"Party" means LCG or the DDA individually.

"Phase 1 Work" means the planning, analysis, and site identification activities described in Section 4.03, generally consisting of the Parking, Transit, and Mobility Plan; the Parks and Cultural Plan; the P3 Opportunities analysis for initial target sites; and related

Deliverables, the completion of which will result in a draft Redevelopment Plan for submission to the City Council pursuant to Section 3B of the Enabling Legislation.

"Phase 2 Work" means the market engagement, site-specific due diligence, and development deal structuring activities described in Section 4.04, authorized by R.S. 33:4625(F)(5)(c) as "appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities," the completion of which will inform the Development Program to be submitted to the City Council pursuant to Section 3C of the Enabling Legislation.

"Plan" means the Downtown-Urban Core Opportunity Sites and Infrastructure Plan to be developed through the Redevelopment Work, which Plan is intended to be suitable for adoption by the Lafayette City Council as the official Downtown Redevelopment Plan pursuant to Section 3B of the Enabling Legislation.

"Professional Standards" means the standard of care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality, in accordance with industry practice.

"Redevelopment Plan" means a redevelopment plan formulated by the DDA pursuant to Section 3B of the Enabling Legislation and submitted to the City Council for review and approval. The City Council shall adopt or reject a Redevelopment Plan by a majority vote of its members. Upon adoption by the City Council, the Redevelopment Plan establishes the framework within which Development Programs may be formulated.

"Redevelopment Work" means the comprehensive planning, site analysis, market positioning, and development facilitation activities to be performed pursuant to this Agreement, consisting of the Phase 1 Work and the Phase 2 Work, as more fully described in Article IV and Schedule A hereto, and authorized by R.S. 33:4625(F)(5) and Section 3B of the Enabling Legislation.

"State" means the State of Louisiana.

"Study Area" means the geographic area within and adjacent to the Downtown EDD boundaries, including portions of the broader urban core, as may be further defined in the Redevelopment Work scope, which area extends to include connectivity planning for the University of Louisiana at Lafayette, the Oil Center, and the Thruway.

"Term" means the period during which this Agreement is in effect, as set forth in Article III.

"Total Project Funding" means the sum of all contributions (cash and in-kind) to the Redevelopment Work, including the LCG Contribution, the DDA Contribution, the Downtown In-Kind Contribution, and any future Downtown EDD Contribution (whether provided under this Agreement or a separate agreement between the DDA and the Downtown EDD).

Section 1.02. Use of Defined Terms.

Terms defined in this Agreement shall have the same meaning throughout this Agreement and in all instruments supplemental hereto, unless the context clearly indicates a different meaning.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of LCG.

LCG represents and warrants as follows:

(a) **Authority of LCG.** LCG is a duly organized political subdivision of the State and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, and there are no contracts or obligations in conflict herewith. LCG has duly authorized the execution, delivery, and due performance of this Agreement and the taking of any and all action required of LCG to carry out, give effect to, and consummate the transactions contemplated hereby.

(b) **Appropriation.** LCG has appropriated or will appropriate via budget amendment the LCG Contribution for the purposes set forth herein, and such funds are or will be available for expenditure in accordance with this Agreement.

(c) **No Suits.** Except as may be otherwise disclosed in writing, to the best of the knowledge of LCG, there is no action, suit, investigation or proceeding pending, or threatened, against LCG, before any court, arbitrator, or administrative or governmental body which might adversely affect the ability of LCG to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

(d) **No Conflict.** The execution and delivery of this Agreement and all other documents contemplated hereby and the performance by LCG of its obligations hereunder and thereunder will not conflict with or constitute a breach of or default under any contract and/or document to which LCG is a party.

(e) **Cooperation.** LCG will provide to the DDA information necessary to the satisfactory completion of the Redevelopment Work, including but not limited to parking data, as-builts of public infrastructure, plans and specifications of planned work, designs, surveys, and such other information as may be reasonably requested by the DDA or the Consultant. LCG grants permission for the DDA and the Consultant to conduct planning activities on public rights of way owned or controlled by LCG.

(f) Delegation of Authority. LCG authorizes and directs the DDA to manage all Redevelopment Work contemplated by this Agreement, including work conducted outside the boundaries of the DDA, on LCG's behalf. LCG has authority to make this delegation pursuant to its powers as a political subdivision with citywide jurisdiction and pursuant to the Local Services Law.

Section 2.02. Representations and Warranties of the DDA.

The DDA represents and warrants as follows:

(a) Authority of the DDA. The DDA is a political subdivision of the State and has all requisite power pursuant to the Enabling Legislation, the Act, Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law, and the Cooperative Economic Development Law to enter into this Agreement and perform its obligations hereunder, and there are no contracts or obligations in conflict herewith. Without limiting the generality of the foregoing, the DDA has specific authority to enter into this Agreement pursuant to: (i) Section 3A(1) of the Enabling Legislation, which authorizes the DDA to engage in cooperative endeavors; (ii) R.S. 33:4625(F)(10), which authorizes the DDA to enter into agreements with the local governing body; (iii) Section 6 of the Enabling Legislation, which authorizes the DDA to enter into agreements providing for contributions toward financing public facilities; and (iv) R.S. 33:4625(F)(4)(d), which authorizes the DDA to accept financial assistance from public bodies. The DDA has duly authorized the execution, delivery, and due performance of this Agreement and the taking of any and all action required of the DDA to carry out, give effect to, and consummate the transactions contemplated hereby.

(b) Redevelopment Authority. The DDA has authority to perform the Redevelopment Work pursuant to: (i) Section 3B of the Enabling Legislation, which authorizes the DDA to formulate redevelopment plans and to conduct studies and consult with public and private agencies; (ii) R.S. 33:4625(F)(5), which authorizes the DDA to make or have made all surveys and plans necessary to carry out redevelopment purposes and to contract with any person in the making and carrying out of such plans; and (iii) R.S. 33:4625(F)(5)(c), which specifically authorizes "appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities."

(c) No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the DDA, there is no action, suit, investigation or proceeding pending, or threatened, against the DDA, before any court, arbitrator, or administrative or governmental body which might adversely affect the ability of the DDA to comply with

its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

(d) No Conflict. The execution and delivery of this Agreement and all other documents contemplated hereby and the performance by the DDA of its obligations hereunder and thereunder will not conflict with or constitute a breach of or default under any contract and/or document to which the DDA is a party.

(e) Capacity and Commitment. The DDA has the capacity to manage and oversee the Consultant, to perform the Redevelopment Work, and to provide regular briefings to the City Council regarding the progress of the Redevelopment Work. The DDA commits to submitting the Redevelopment Plan to the City Council for approval upon completion of the Phase 1 Work, and to submitting a Development Program to the City Council for approval upon identification of specific catalytic development projects through the Phase 2 Work, all in accordance with the Enabling Legislation.

ARTICLE III

TERM

Section 3.01. Effective Date.

This Agreement shall become effective on the Effective Date.

Section 3.02. Term.

This Agreement shall remain in effect from the Effective Date until the earlier of: (i) the completion of the Redevelopment Work and final expenditure or return of all funds contributed hereunder; or (ii) termination pursuant to Section 3.04 or Section 9.01. For planning purposes, the Parties anticipate that the Phase 1 Work will be substantially completed within approximately twelve (12) months of the Effective Date, and the Phase 2 Work will be substantially completed within approximately twelve (12) months following completion of the Phase 1 Work.

Section 3.03. Extension.

The Term may be extended by mutual written agreement of the Parties.

Section 3.04. Early Termination.

This Agreement may be terminated prior to the expiration of the Term as follows:

(a) Mutual Agreement. By mutual written agreement of the Parties at any time.

(b) Non-Appropriation. By LCG upon failure to appropriate funds as provided in Section 9.01.

(c) **Material Breach.** By either Party upon material breach by the other Party that remains uncured for a period of sixty (60) days following written notice of such breach.

Section 3.05. Effect of Termination.

Upon termination of this Agreement, the DDA shall provide a final accounting of all funds received and expended hereunder, shall deliver to LCG all Deliverables completed or in progress as of the date of termination, and shall return to LCG any unexpended portion of the LCG Contribution less any amounts due to the DDA or the Consultant for work performed prior to termination.

ARTICLE IV

SCOPE OF REDEVELOPMENT WORK

Section 4.01. Overview and Public Purpose.

The Redevelopment Work consists of comprehensive planning, site analysis, market positioning, and development facilitation activities designed to prepare catalytic downtown and urban core sites for private investment and development. The Redevelopment Work is authorized by R.S. 33:4625(F)(5) and Section 3B of the Enabling Legislation and serves multiple public purposes, including but not limited to:

- Halting property value deterioration and eliminating blight, as contemplated by Section 1 of the Enabling Legislation;
- Creation of permanent and temporary construction jobs;
- Expansion of the tax base through increased property values and sales tax collections;
- Enhancement of public infrastructure including parking, transit, and cultural assets;
- Achievement of community master plan goals;
- Leveraging of public investment through private capital;
- Aiding and encouraging private development and promoting and coordinating public development, as contemplated by Section 3B of the Enabling Legislation;
- Prevention and elimination of slums and urban blight, as contemplated by R.S. 33:4625(F)(6);
- Improved access to goods, services, and employment centers; and
- Enhanced quality of life for citizens.

Section 4.02. Statutory Approval Framework.

The Redevelopment Work shall proceed in accordance with the statutory approval framework established by the Enabling Legislation. The City Council will have multiple opportunities to review and approve the work at key milestones, ensuring that no implementation of specific

development projects occurs without Council approval. The approval sequence shall be as follows:

(a) Agreement Approval (Current Step). The City Council will approve this Agreement and the associated budget amendment, thereby enabling the DDA to issue a Request for Qualifications, select a Consultant, and commence the Redevelopment Work. In the background, the DDA will pursue additional funding commitments from the Downtown EDD.

(b) Redevelopment Plan Approval (Following Phase 1). Upon completion of the Phase 1 Work, the DDA shall submit the resulting Plan to the City Council for adoption as the official Downtown Redevelopment Plan pursuant to Section 3B of the Enabling Legislation. The City Council shall adopt or reject the Plan by a majority vote of its members. Modifications of such a plan may be proposed and shall be approved or rejected in the same manner.

(c) Development Program Approval (Following Phase 2). Upon completion of the Phase 2 Work and identification of specific catalytic development projects, the DDA shall submit a Development Program to the City Council for adoption pursuant to Section 3C of the Enabling Legislation. The Development Program shall set forth the projects recommended, the estimated cost thereof, recommendations for funding, and such other information as required by the Enabling Legislation. The City Council shall adopt or reject the Development Program by a majority vote of its members. When the City Council adopts a Development Program, it shall become final and conclusive.

(d) Implementation (Following Program Approval). After approval of a Development Program, the DDA may implement any portion thereof in such manner as shall in the judgment of its governing authority most likely accomplish said program, pursuant to Section 3E of the Enabling Legislation. To the extent that any implementation action requires City participation, appropriation, or approval, the DDA shall return to the City Council for such action.

(e) Council Oversight Throughout. The Parties understand and agree that the City Council will have the opportunity to review and approve each phase of this work as contemplated by the Enabling Legislation. The DDA shall provide quarterly briefings to the City Council and shall not proceed to implementation of any specific development project without Council approval of the applicable Development Program.

Section 4.03. Phase 1 Work.

The Phase 1 Work shall include, but not be limited to, the following components:

(a) Parking, Transit, and Mobility Plan. The Phase 1 Work shall include a comprehensive parking, transit, and mobility assessment, which may include:

- (i) Parking demand and utilization analysis to identify gaps and opportunities for structured parking integrated with development projects;
- (ii) Parking management assessment to evaluate operational efficiency, pricing strategies, and pathways toward system self-sufficiency;
- (iii) Transit and connectivity assessment for improved mobility between downtown, the university, and surrounding commercial and residential areas;
- (iv) Pedestrian safety and micro-mobility opportunities; and
- (v) Related studies and analyses as needed.

(b) Parks and Cultural Plan. The Phase 1 Work shall include an assessment of cultural, recreational, and park assets, which may include:

- (i) Evaluation of the downtown parks network and recommendations for continued improvements;
- (ii) Circulation and pedestrian connectivity improvements in and around cultural and museum facilities;
- (iii) Feasibility analysis for linear park and trail connections, including potential integration with future infrastructure corridors;
- (iv) Analysis of hospitality, residential, and mixed-use development potential associated with cultural assets; and
- (v) Related studies and analyses as needed.

(c) P3 Opportunities - Catalytic Sites. The Phase 1 Work shall include preliminary analysis and development concepts for priority sites within downtown and the urban core. Sites may include publicly owned parcels, underutilized properties, adaptive reuse candidates, and areas where public infrastructure investment could catalyze private development. For each site analyzed, the work may include development concepts aligned with parking and parks strategies, preliminary entitlement analysis, infrastructure requirements, and implementation phasing. The specific sites to be analyzed shall be identified by the DDA in consultation with the Consultant based on market conditions, property owner interest, and strategic alignment with the Plan.

(d) Phase 1 Deliverables. The Phase 1 Work shall result in the following Deliverables:

- (i) Integrated plan demonstrating how parking, cultural assets, and development sites work together;

- (ii) Site-specific development concepts with preliminary feasibility analysis;
- (iii) Prioritized implementation roadmap with phasing recommendations;
- (iv) Identification of public-private partnership opportunities;
- (v) Public Benefit Analysis, coordinated with the independent economic analysis commissioned by the Downtown EDD, including quantified public benefits for each recommendation, employment impact analysis, access improvements, public realm enhancements, and framework for transparent reporting and accountability; and
- (vi) Draft Plan suitable for Lafayette City Council adoption as the official Downtown Redevelopment Plan pursuant to Section 3B of the Enabling Legislation.

Section 4.04. Phase 2 Work.

The Phase 2 Work constitutes "appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of redevelopment projects and related activities" as authorized by R.S. 33:4625(F)(5)(c), and shall include, but not be limited to, the following components:

- (a) Market Engagement.** Preparation and issuance of Requests for Proposals (RFPs) for development teams; coordination with property owners; engagement with potential philanthropic and private investors; and developer solicitation and selection support.
- (b) Site-Specific Due Diligence.** Engineering studies; architectural/design services; environmental assessments as needed; title work, surveys, and other technical due diligence; and market studies and financial feasibility analyses.
- (c) Development Deal Structuring.** Capital stack development; financing package preparation; public incentive analysis and structuring; regulatory approval planning; and related activities necessary to position sites for development.
- (d) Phase 2 Deliverables.** RFPs and market solicitation materials; due diligence reports for priority sites; pro forma financial analyses; development deal term sheets or frameworks; and such other work products as necessary to inform a Development Program for submission to the City Council pursuant to Section 3C of the Enabling Legislation.

Section 4.05. Flexibility and Scope Adjustments.

The DDA, in consultation with the Consultant, may adjust specific tasks and Deliverables as needed to achieve the overall objectives of the Redevelopment Work. Material changes to the

scope of the Redevelopment Work require written approval from the DDA Board. LCG shall receive notice of any material scope changes but shall not have approval authority over such changes.

Section 4.06. Geographic Scope and Delegated Authority.

(a) Urban Core Study Area. The Redevelopment Work shall be conducted within the Urban Core Study Area, which includes areas both within and outside the boundaries of the DDA and the Downtown EDD.

(b) Work Within DDA Boundaries. For Redevelopment Work conducted within the boundaries of the DDA, the DDA acts pursuant to its own authority under the Enabling Legislation and R.S. 33:4625(F).

(c) Work Outside DDA Boundaries. For Redevelopment Work conducted outside the boundaries of the DDA, including but not limited to transit and mobility planning, connectivity improvements, and analysis of Catalytic Sites located wholly or partially outside DDA boundaries, LCG hereby authorizes and directs the DDA to manage such work on LCG's behalf, subject to the limitations and authorizations contained within this Agreement. The DDA shall serve as LCG's designee for all such work, and LCG delegates to the DDA such authority as is necessary to procure, direct, and oversee the Consultant's performance of such work. This delegation is made pursuant to the Local Services Law, which authorizes joint arrangements providing for the joint use of funds..

(d) Unified Management. Notwithstanding the distinction in subsections (b) and (c), all Redevelopment Work shall be managed by the DDA as an integrated whole. The DDA shall be the accountable party for all Redevelopment Work under this Agreement, regardless of the geographic location of any particular component.

(e) No Expansion of DDA Jurisdiction. Nothing in this Agreement shall be construed to expand the permanent jurisdictional boundaries of the DDA or to grant the DDA independent authority to act outside its boundaries or outside of its statutory scope, except as specifically delegated by LCG for purposes of this Agreement.

ARTICLE V

FINANCIAL CONTRIBUTIONS AND PAYMENT

Section 5.01. LCG Contribution.

LCG shall contribute the LCG Contribution to fund the Redevelopment Work. The LCG Contribution shall be paid to the DDA on a reimbursement basis in accordance with Section 5.03.

Section 5.02. DDA Contribution.

The DDA shall contribute the DDA Contribution to fund the Redevelopment Work. In addition, the DDA shall provide the Downtown In-Kind Contribution in the form of staff time, administrative overhead, and other non-cash support for the Redevelopment Work.

Section 5.03. Reimbursement Process.

(a) **Advance Payment by DDA.** The DDA shall pay the Consultant from its own funds and shall seek reimbursement from LCG for LCG's share of such costs.

(b) **Invoice Submission.** The DDA shall submit Invoices to LCG for reimbursement of costs incurred in connection with the Redevelopment Work. Each Invoice shall identify the Milestone(s) to which the Invoice relates and shall include documentation of costs incurred, including but not limited to copies of Consultant invoices and proof of payment.

(c) **Milestone-Based Payments.** Reimbursement requests shall be tied to the achievement of Milestones as set forth in Schedule C. LCG's review and approval of Invoices shall be limited to verification of Milestone completion and shall not extend to approval of the content or substance of Deliverables.

(d) **Payment Timing.** LCG shall process and pay approved Invoices within thirty (30) days of receipt of a completed pay application.

(e) **Disputed Invoices.** If LCG disputes any portion of an Invoice, LCG shall pay the undisputed portion within thirty (30) days and shall provide written notice to the DDA of the disputed amount and the basis for the dispute. The Parties shall work in good faith to resolve any disputed amounts.

Section 5.04. Future Downtown EDD Contribution.

The Parties anticipate that the Downtown EDD will contribute additional funds to the Redevelopment Work in the future. Upon such contribution, the Parties shall execute an amendment to this Agreement adding the Downtown EDD as a party and establishing the terms and conditions of such participation, including but not limited to the amount of the Downtown EDD contribution, the allocation of costs and Deliverables, and compliance with the Master CEA. Such amendment shall require approval by all Parties. The Parties agree that the initial two-party structure of this Agreement is designed to accommodate such amendment without requiring a complete restatement of the Agreement.

ARTICLE VI

CONSULTANT SELECTION AND MANAGEMENT

Section 6.01. Procurement Authority.

(a) DDA Authority. The DDA shall contract directly with the Consultant for the performance of the Redevelopment Work. The DDA's authority to engage the Consultant derives from: (i) Section 3E of the Enabling Legislation, which authorizes the DDA to "employ engineers, architects, attorneys, underwriters, and other professionals necessary for the financing and implementation of the construction, renovation, maintenance, or operation of facilities described in the redevelopment plan"; and (ii) R.S. 33:4625(F)(5), which authorizes the DDA "to make or have made all surveys and plans necessary to the carrying out of the purposes of this section and to contract with any person, public or private, in the making and carrying out of such plans."

(b) Procurement Process. Procurement of the Consultant shall follow DDA policies and applicable Louisiana public procurement law. The DDA shall issue a Request for Qualifications (RFQ) to identify qualified firms, followed by a Request for Proposals (RFP) to the shortlisted firms to finalize scope, approach, and fees.

(c) Selection Committee. The Consultant shall be selected by a selection committee consisting of representatives of the DDA, the Downtown EDD, and LCG, with each entity having one vote.

Section 6.02. Consultant Oversight.

(a) DDA Responsibility. The DDA shall be responsible for day-to-day management of the Consultant, including quality control and Deliverable review.

(b) Professional Standards. The Consultant shall perform the Redevelopment Work in accordance with Professional Standards.

Section 6.03. LCG Consultation.

The DDA shall consult with LCG at key Milestones and shall provide LCG with the opportunity to review and comment on Deliverables prior to their public release. LCG shall have review and comment authority but not approval authority over Deliverables. The DDA shall be responsible for final versions of all Deliverables. The final arbiter of the Redevelopment Plan shall be the City Council, which shall have authority to adopt or reject the Plan pursuant to Section 3B of the Enabling Legislation. Similarly, the final arbiter of any Development Program shall be the City Council, which shall have authority to adopt or reject such program pursuant to Section 3C of the Enabling Legislation.

ARTICLE VII

DELIVERABLES AND REPORTING

Section 7.01. Ownership of Work Product.

Each Party that has contributed funds shall have the unlimited right to use, reproduce, distribute, and create derivative works from the Deliverables for public purposes. The Parties authorize wide circulation of Deliverables for public purposes.

Section 7.02. Progress Reporting.

(a) **Quarterly Reports.** The DDA shall provide quarterly progress reports to LCG. Each quarterly report shall include a summary of work completed, Milestones achieved, funds expended, and work planned for the upcoming quarter.

(b) **Quarterly Briefings.** The DDA shall provide quarterly briefings to the City Council regarding the progress of the Redevelopment Work. Such briefings shall be co-presented by representatives of the DDA, LCG, and the Downtown EDD staff.

Section 7.03. Final Report and Deliverables.

Upon completion of the Redevelopment Work, the DDA shall deliver to LCG a final report summarizing all work performed, all Deliverables produced, and a final accounting of all funds received and expended. The DDA shall also deliver the final Plan suitable for adoption by the City Council.

ARTICLE VIII

RECIPROCAL OBLIGATIONS AND PUBLIC PURPOSE

Section 8.01. Constitutional Compliance.

This Agreement is entered into pursuant to Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended. In entering into this Agreement, it is not the intent of the Parties to enter into a gratuitous transfer of public funds because the Parties expect that each will receive something of value equivalent to or in excess of the value of their obligations hereunder, namely, the Economic Development Benefits. Additionally, the Parties will have reciprocal obligations relating to the Redevelopment Work.

Section 8.02. Legislative Finding.

The Redevelopment Work furthers the legislative finding set forth in Section 1 of the Enabling Legislation that "it is necessary for the public health, safety, and welfare of the city of Lafayette that the property value deterioration in the principal area or areas of the city of Lafayette known generally as the Central Business District be halted and that the causes of such deterioration be halted, since the Central Business District is the center of commercial, civic, and cultural activities of the metropolitan area."

Section 8.03. LCG Benefits.

LCG will receive the following benefits from this Agreement:

- Enhanced economic development and expanded tax base;
- Elimination of blight and underutilized property;
- Creation of jobs;
- Achievement of community master plan goals;
- Leveraging of public investment through private capital;
- Improved public infrastructure including parking, transit, and cultural assets; and
- Enhanced quality of life for citizens.

Section 8.04. DDA Benefits.

The DDA will receive the following benefits from this Agreement:

- Financial resources to execute statutory economic development mission;
- Capacity to prepare sites for catalytic development;
- Professional expertise and work product;
- Enhanced ability to attract private investment;
- Advancement of downtown revitalization goals; and
- Support for marketing downtown to developers and investors.

Section 8.05. Public Purpose.

The Redevelopment Work serves multiple public purposes including economic development, blight elimination, job creation, tax base enhancement, infrastructure improvement, and implementation of adopted public plans. The Redevelopment Work also serves the purpose set forth in R.S. 33:4625(F)(6) of "prevention and the elimination of slums and urban blight." The public benefits conferred by this Agreement include those set forth in the recitals hereto and in Section 4.01, all of which are incorporated herein by reference.

The Parties anticipate that the public investment contemplated by this Agreement will leverage significantly greater private investment in catalytic development projects. The independent Public Benefits Analysis commissioned by the Downtown EDD will quantify these anticipated benefits and provide a framework for measuring the return on public investment.

ARTICLE IX

APPROPRIATION, LIMITED SOURCE OF PAYMENT, NO DEBT

Section 9.01. Appropriation Clause.

The obligations of LCG under this Agreement are subject to and dependent upon appropriation by LCG of funds for the purposes set forth herein. LCG shall have no obligation to appropriate funds for any Fiscal Year other than the Fiscal Year in which this Agreement is executed, except to the extent that LCG has already appropriated such funds. In the event LCG fails to appropriate sufficient funds for the purposes of this Agreement, this Agreement shall terminate as to any unappropriated amounts, and LCG shall have no further obligation with respect to such amounts.

Section 9.02. Limited Source of Payment.

The obligation of LCG to make payments hereunder shall be limited to funds appropriated for the purposes of this Agreement. The DDA shall have no recourse to any other revenues or assets of LCG. The DDA acknowledges and accepts the limited nature of LCG's payment obligation and the risk that appropriated funds may be insufficient to complete the Redevelopment Work.

Section 9.03. Not Indebtedness.

This Agreement does not create debt or any obligation of LCG under Article VI or Article VII of the Louisiana Constitution. This Agreement does not pledge the full faith and credit of LCG or the State. This Agreement does not constitute a loan or borrowing by or on behalf of LCG.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Amendment.

This Agreement may be amended, supplemented, or modified only by written instrument executed by all Parties. Any amendment adding the Downtown EDD as a party to this Agreement shall require the approval of the City Council. The Mayor-President is hereby authorized to execute amendments to this Agreement without further City Council approval, provided that such amendments:

- Do not increase LCG's financial commitment beyond the LCG Contribution;
- Are consistent with the public purposes set forth herein; and
- Add the Downtown EDD as a party with obligations consistent with the terms of this Agreement.

Section 10.02. Notices.

Any notice required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by confirmed electronic mail, or three (3) days after being sent by certified mail, return receipt requested, to the following addresses or such other addresses as the Parties may designate in writing:

If to LCG:

Lafayette Consolidated Government

[Address]

Attn: [Title]

Email: [Email]

If to the DDA:

Downtown Development Authority

735 Jefferson Street, Suite 200

Lafayette, LA 70501

Attn: Chief Executive Officer

Email: kevin@downtownlafayette.org

Section 10.03. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

Section 10.04. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 10.05. Waiver.

The waiver of any condition or the breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 10.06. Entire Agreement.

This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Section 10.07. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 10.08. Successors and Assigns.

The rights and obligations set forth herein shall inure to the benefit of the Parties hereto and to their respective successors and assigns.

Section 10.09. Force Majeure.

Neither Party shall be liable for any failure or delay in performing its obligations hereunder if such failure or delay results from Force Majeure. The affected Party shall give prompt notice to the other Party of the Force Majeure event and shall use reasonable efforts to mitigate its effects.

Section 10.10. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties and their successors and assigns. Nothing in this Agreement shall create any rights in any third parties, including but not limited to the Consultant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the date first written above, in the presence of the undersigned competent witnesses, who hereunto sign their names with LCG and the DDA.

LAFAYETTE CONSOLIDATED GOVERNMENT

WITNESSES:

By: _____

Name: _____

Title: Mayor-President

LAFAYETTE CENTRE DEVELOPMENT DISTRICT

d/b/a DOWNTOWN DEVELOPMENT AUTHORITY

WITNESSES:

By: _____

Name: Kevin Blanchard

Title: Chief Executive Officer

SCHEDULE A
SCOPE OF REDEVELOPMENT WORK AND INITIAL TARGET SITES

[To be attached - detailed scope from RFQ/RFP and list of approximately 12 initial target sites]

SCHEDULE B
DELIVERABLES

[To be attached - detailed list of required Deliverables by Phase]

SCHEDULE C
MILESTONES AND PAYMENT SCHEDULE

[To be attached - Milestone definitions tied to payment schedule, including maximum amounts and timing for each Milestone]

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 execute a cooperative endeavor agreement by and between Lafayette City-Parish Consolidated Government and Lafayette Centre Development District d/b/a Downtown Development Authority for a Downtown-Urban Core Redevelopment Plan; authorizing the disbursement of \$100,000 in City Council Downtown Comprehensive Plan reserve funds; and further authorizing the use of \$400,000 of the FY 2025-2026 Downtown Capital budget allocation for said purpose
- 2) **ACTION REQUESTED:** Adoption of ordinance
- 3) **COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY):** N/A
- 4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: 03-24-2026

B) FINAL ADOPTION: 04-07-2026

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

- A) Ordinance
- B) CEA
- C) Budget Revision
- D) Submittal

6) **FISCAL IMPACT:**

 X

Fiscal Impact (Explain)

- Use of FY 2025-2026 Downtown Capital budget allocation in the amount of \$400,000
- Disbursement of previously appropriated City Council reserve funds in the amount of \$100,000
- **Note: This proposal requests no new funding from any budget funds.**

No Fiscal Impact

RECOMMENDED BY:

/s/Kenneth P. Boudreaux
KENNETH P. BOUDREAUX, CHAIR
CITY COUNCIL, DISTRICT 5

/s/Thomas Hooks
THOMAS HOOKS
CITY COUNCIL, DISTRICT 4

