**CITY ORDINANCE NO. CO-054-2026**

**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 AND CITY OF LAFAYETTE AQUATICS, INC. CONCERNING THE MANAGEMENT AND STAFFING OF THE EARL J. CHRIS POOL**

**BE IT ORDAINED** by the Lafayette City Council, that:

**WHEREAS,** the City of Lafayette (herein "Lafayette") is the owner of the Earl J. Chris swimming pool (herein "Pool") situated on the immovable property bearing a municipal address of 1919 Eraste Landry Road, Lafayette, Louisiana 70506, known as the Robicheaux Recreational Center; and

**WHEREAS**, City of Lafayette Aquatics, Inc. (herein "COLA") has expressed interest in and a desire to manage and staff the Pool; and

**WHEREAS,** the assistance offered COLA is vital for a thriving community, as it will assist Lafayette in promoting physical fitness, providing a safe space for recreation and social entertainment, and foster community engagement within the Lafayette community; and

**WHEREAS,** Lafayette recognizes the important public purpose of providing meaningful opportunities to the citizens of Lafayette and desires that COLA assist Lafayette with the management and staffing of the Pool; and

**WHEREAS,** Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana, provides that, for a public purpose, public entities, parishes, municipalities, and political subdivisions together with private entities, may engage in and make cooperative endeavor agreements or intergovernmental agreements between themselves for specific purposes; and

**WHEREAS,** to promote the public health, safety, and welfare of the City of Lafayette, Lafayette deems it necessary and desirable that a cooperative endeavor agreement be executed by Lafayette and COLA setting forth the terms and conditions related to the management and staffing of the Pool.

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

**SECTION 1:** All of the aforedescribed "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 and City of Lafayette

Aquatics, Inc., 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 and 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.

* * * * *

CO-054-2026

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF LAFAYETTE AND CITY OF LAFAYETTE AQUATICS, INC. CONCERNING THE MANAGEMENT AND STAFFING OF THE EARL J. CHRIS SWIMMING POOL**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that, on the dates and at the places below mentioned, but deemed effective the ___ day of May 2026 (herein the "*Effective Date*"), and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, came and appeared:

> CITY OF LAFAYETTE, a political subdivision of the state of Louisiana, represented herein by Monique B. Boulet, its Mayor-President, whose mailing address is P.O. Box 4017-C, Lafayette, Louisiana 70502-4017 (herein sometimes "*Lafayette*");
>
> and
>
> CITY OF LAFAYETTE AQUATICS, INC., herein represented by its duly authorized member, Coleen Barczyk, whose mailing address is P.O. Box 61812, Lafayette, Louisiana 70596 (herein "*COLA*")

(individually "*Party*" and collectively "*Parties*"), who, having been duly sworn, enter into this Cooperative Endeavor Agreement (herein "*Agreement*") subject to the following terms and conditions:

WITNESSETH

WHEREAS, Lafayette is the owner of the Earl J. Chris swimming pool (herein the "*Pool*") situated on the immovable property bearing a municipal address of 1919 Eraste Landry Road, Lafayette, Louisiana 70506, known as the Robicheaux Recreational Center (herein sometimes the "*Facility*");

WHEREAS, COLA has expressed interest in and a desire to manage and staff the Pool;

WHEREAS, the assistance offered by COLA is vital for a thriving community, as it will assist Lafayette in promoting physical fitness, providing a safe space for recreation and social entertainment, and fostering community engagement within the Lafayette community;

WHEREAS, Lafayette recognizes the important public purpose of providing meaningful opportunities to the citizens of Lafayette and desires that COLA assist Lafayette with the management and staffing of the Pool;

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana, provides that, for a public purpose, public entities, parishes, municipalities, and political subdivisions together with private entities, may engage in and make cooperative endeavor agreements or intergovernmental agreements between themselves for specific purposes;

WHEREAS, Lafayette has a reasonable expectation of receiving benefit or value from this Agreement that is equivalent to or greater than COLA's use of the Pool; and

WHEREAS, to promote the public health, safety, and welfare of the City of Lafayette, Lafayette deems it necessary and desirable that this Agreement be executed by the Parties setting forth the terms and conditions related to the management and staffing of the Pool by COLA.

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

Article 1.
COLA'S Scope of Services

1.1 *Pool Maintenance.* COLA shall provide daily chemical checks of the Pool and make any adjustments to chemical levels each day. All chemicals necessary to keep the Pool operational and at safe levels shall be provided by COLA. The pumps, heaters, and all pump room equipment shall be maintained and checked by COLA on a weekly basis.

1.2 *Janitorial Services and Telecommunications.* COLA shall provide all necessary janitorial supplies to keep the Facility clean and well maintained. COLA shall provide all janitorial services for the Pool including cleaning and upkeep of bathrooms, offices, hallways, and Pool deck.

COLA will be responsible for telecommunication fees including phone, internet, and Wi-Fi services.

1.3. *Improvements.* Minor interior improvements, including but not limited to painting, shall be the responsibility of COLA.

1.4 *Pool Programming.* COLA will be responsible for all programming of the Pool for swim teams, swim lessons, water aerobics, competitions, lap swimming, and other Pool programming. COLA shall provide point-of-sale purchases for all memberships, classes, and Pool fees.

COLA will provide monthly reports to the Parks, Arts, Recreation & Culture Department of Lafayette identifying monthly activities, events, Pool programming, and fees collected for current programs in place.

Article 2.
Responsibilities of Lafayette

2.1 *Use of Pool.* Lafayette shall provide COLA with use and access to the Pool.

2.2 *Utilities.* Except for telecommunication fees including, but not limited to, phone internet, and Wi-Fi services, Lafayette shall be responsible for all utility costs for the Facility.

2.3 *Maintenance and Repair.* Lafayette shall be responsible for the maintenance of the parking lot, grounds and landscaping of the Facility.

All capital repairs and improvements for the Pool pump(s) and heater equipment shall be the responsibility of Lafayette. Lafayette shall be responsible for all repairs to the Facility's HVAC system, electrical, and plumbing.

Article 3.
Payment Terms

3.1 *Method of Compensation.* In consideration of the services provided by COLA as identified in Article 1, COLA shall collect and retain all fees collected from pool programming, except COLA shall remit a monthly fee of $500 to Lafayette for use of the Facility by the 5th of each month.

3.2. *Fee Structure/Schedule.*

| *Activity* | *Schedule* | *Fees* |
|---|---|---|
| Water Aerobics | Monday/Wednesday/Thursday (mornings); Monday/Thursday (evenings); Saturday (if there is a demand) | $40 monthly membership; $5 per class |
| Lap Swimming | Monday through Friday (11:00 AM to 1:00 PM); | $60 monthly membership; $5 per visit |

| | | |
|---|---|---|
| | Sunday (1:00 PM to 3:00 PM) | |
| Pool Party | | Two-hour party (1 to 20 swimmers) for $200; 20 additional swimmers for $25; One additional hour for $100 |
| Open Swimming | Sunday (1:00 PM to 3:00 PM); Summer days (TBD) | $5 for adults (each, per visit); $3 for children (each, per visit) |
| High School Swim Teams | August to November | $20 per swimmer; $350 cap per team |
| Spectator Admission Cost for Competitions | | $5 per adult; $2 per child |

3.5. *Fees/Taxes.* COLA shall be responsible for remitting all taxes and other charges which may become due and payable during the term of this Agreement in any way related to and/or resulting from the services to be performed by COLA on behalf of Lafayette as set forth herein.

Article 4.
Term

4.1. *Effective Date and Expiration.* This Agreement is effective upon the Effective Date. Unless modified by mutual agreement of the parties or terminated earlier, pursuant to the terms of this Agreement, this Agreement shall be in effect for an initial term of one (1) year. This Agreement may be extended for three (3) additional one (1) year terms under the same prices, terms and conditions as accepted by both COLA and Lafayette.

4.2. *Termination of Agreement.* This Agreement may be terminated by either party upon giving thirty (30) days advanced written notice to the other party with or without cause but in no case shall continue beyond the specified term.

4.3. *Return of Lafayette Property.* Upon termination of this Agreement for any reason, COLA shall promptly return to Lafayette the originals of all Lafayette data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Lafayette. COLA shall also furnish to Lafayette all work in progress or portions thereof, including all incomplete work.

Article 5.
Insurance

5.1. *Insurance.* COLA shall have in effect and always maintain during this Agreement, insurance as follows:

I. *Standard Worker's Compensation Insurance.* Full statutory liability for the State of Louisiana with Employer's Liability Coverage of $500,000 minimum per occurrence.

II. *Commercial General Liability.* All comprehensive general liability insurance shall include coverage for the following:

| | |
|---|---|
| A. Premises operations | $500,000 |
| B. Independent vendors | $500,000 |
| C. Products – completed operations | $500,000 |
| D. Contractual liability | $500,000 |
| E. Broad form property damage | $500,000 |

III. *Business Auto Liability Policy.*

| | Bodily injury per person | Bodily injury per accident | Property damage per accident |
|---|---|---|---|
| A. Any Auto | $500,000 | $500,000 | $500,000 |
| B. Owned Autos | $500,000 | $500,000 | $500,000 |

| | | | |
|---|---|---|---|
| C. Non-Owned Autos | $500,000 | $500,000 | $500,000 |
| D. Hired | $500,000 | $500,000 | $500,000 |

If coverage A (Any Auto) is carried, coverages B, C, and D will not be required. If COLA does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then hired and non-owned coverage is required.

IV. *Umbrella Liability.* In lieu of providing insurance at the limits required in Parts I, II, and III of this Article 5.5, COLA may fulfill the requirements of Article 5.5 by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Parts I, II, and III hereinabove.

V. *City of Lafayette as an Additional Insured.* Lafayette, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.

VI. *Waiver of Insurance Requirements.* Notwithstanding anything to the contrary contained herein, Lafayette reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in Article 5.5 where the insurance carried and/or to be provided by COLA is deemed reasonable, sufficient and adequate to protect the interests of Lafayette, provided that Lafayette shall take no steps to impose more stringent and onerous insurance requirements on COLA than those contained herein.

VII. *Waiver of Subrogation.* COLA must obtain a waiver of subrogation from all insurance carriers providing coverage under Parts I, II, III, and IV in Article 5.5 for any and all claims which could be asserted against Lafayette, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

VIII. Proper certificates evidencing such insurance shall be furnished to Lafayette prior to commencement of this Agreement. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) days written notice being first given to Lafayette.

## Article 6.
## Miscellaneous provisions

6.1. *Indemnification.* To the fullest extent permitted by law, COLA shall agree to defend, indemnify, and hold harmless Lafayette, its officers, directors, agents, and employees from and against any and all liabilities, losses, damages, fines, judgements, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons or damage to personal or real property, including Lafayette's property, arising out of or in connection with COLA's performance of this Agreement. Lafayette agrees to give COLA prompt notice of any such claim, demand, or action and shall, to the extent Lafayette is not adversely affected, cooperate fully with COLA in defense and settlement of said claim, demand, or action.

6.2. *Mediation.* Claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement (including any breach thereof), shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Demand for mediation shall be delivered by the complaining party, in writing, to the other party to this Agreement within a reasonable time after the complaining party discovers the reason therefor. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen or been discovered. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by legal prescription.

6.3. *Assignment.* Neither party shall assign its rights, interests nor obligations under this Agreement without express written consent of the other party.

6.4. *Severability and Waiver of Provisions.* Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Lafayette and COLA, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.6. *Survival.* All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.7. *Headings.* The headings used in this Agreement are for general reference only and do not have special or legal significance.

6.8. *Controlling Law.* This Agreement is governed by the laws of the State of Louisiana.

6.9. *Non-Appropriation of Funds.* Notwithstanding anything to the contrary in the Agreement, 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 this Agreement. If Lafayette, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Agreement, the obligation to make payment under this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

6.10. *Budgeted Funds.* Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that amount which is the amount budgeted by Lafayette 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 Lafayette shall not be liable for the amount of such increase until and unless said budget is amended as provided for by Lafayette's Home Rule Charter to allow for such an increased amount.

6.11. *Notices.* Any notices to be given hereunder by either party to the other may be effected either by e-mail, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

City of Lafayette
P.O. Box 4017-C
Lafayette, LA 70502

City of Lafayette Aquatics, Inc.
P.O. Box 61812
Lafayette, LA 70596-1812

6.12. *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.

6.13 *Total Agreement.* This Agreement constitutes the entire Agreement between Lafayette and COLA and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by all parties hereto.

THUS DONE AND SIGNED on this ____ day of _____, 2026, by the CITY OF LAFAYETTE, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with the CITY OF LAFAYETTE and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

CITY OF LAFAYETTE

_____

Printed Name: _____

By: _____
Monique B. Boulet
Mayor-President

_____

Printed Name: _____

_____
NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____

CD-054-2026

THUS DONE AND SIGNED on this ____ day of _____, 2026, by CITY OF LAFAYETTE AQUATICS, INC. through its duly authorized representative, in the presence of the undersigned competent witnesses who have hereunto executed, affixed, and signed their names with CITY OF LAFAYETTE AQUATICS, INC. and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

CITY OF LAFAYETTE AQUATICS, INC.

_____

Printed Name: _____

By: _____
Coleen Barczyk
Authorized Member

_____

Printed Name: _____

_____
NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____

# Memorandum

**Parks, Arts, Recreation & Culture (6100)**

**TO:** Rachel Godeaux, CAO **DATE:** May 28, 2026

**FROM:** Brian McGrath, Interim PARC Director

**SUBJECT:** **CITY COUNCIL MEETING AGENDA – Introduction June 16, 2026; Final Adoption July 7, 2026** - 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 and City of Lafayette Aquatics, Inc. concerning the management and staffing of the Earl J. Chris Pool

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Enclosed herewith 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 and City of Lafayette Aquatics, Inc. Concerning the Management and Staffing of the Earl J. Chris Pool; and (iii) Cooperative Endeavor Agreement.

This is a City Ordinance as it pertains to the Robicheaux Center at Neyland 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, June 16, 2026, with final adoption on Tuesday, July 7, 2026.

Thank you,

Brian McGrath
Interim Director

Attachment

RECEIVED
MAY 28 2026
OFFICE OF THE CAO

CO-054-2026

# 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 and City of Lafayette Aquatics, Inc. concerning the management and staffing of the Earl J. Chris Pool.

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

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

4) **REQUESTED ACTION OF COUNCIL:**

   A) **INTRODUCTION:** June 16, 2026

   B) **FINAL ADOPTION:** July 7, 2026

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

   A) Internal Memorandum (1 page)

   B) Submittal (1 page)

   C) Ordinance (2 pages)

   D) Cooperative Endeavor Agreement (7 pages)

6) **FISCAL IMPACT:**

   ___ Fiscal Impact

   _X_ No Fiscal Impact

**RECOMMENDED BY:**

BRIAN MCGRATH
INTERIM PARC DIRECTOR

**APPROVED FOR AGENDA:**

RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER

**DISPOSITION OF ORDINANCE NO. CO-054-2026**

1. This ordinance was introduced:
June 16, 2026
YEAS: Broussard, Naquin, Hebert, Hooks, Boudreaux

NAYS: None

ABSENT: None

ABSTAIN: None

Final disposition by Council:
July 7, 2026
YEAS: Broussard, Naquin, Hebert, Hooks, Boudreaux

NAYS: None

ABSENT: None

ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the official journal on June 19, 2026.

3. On July 9, at 8:30 o'clock a.m., 2026, this ordinance was presented to the Mayor-President for approval.

CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, this 10 day of July, 2026, at 4:34 o'clock p.m.

B. Veto this ordinance, this _____ day of _____, 2026, at _____ o'clock ___.m., veto message is attached.

C. Veto individual appropriation item(s) this _____ day of _____, 2026, at _____ o'clock ___.m., veto message is attached. *Only applicable to ordinances adopting the operating and capital improvement budgets and amendments thereto.*

MAYOR-PRESIDENT

5. A. On July 13, at 2:25 o'clock p.m., 2026, this ordinance was returned to the Council Office signed by Mayor-President, without veto message.

B. On _____, at _____ o'clock __.m., 2026, this ordinance was returned to the Council Office with a veto message, and on _____, 2026, the Council did/refused to adopt this ordinance after the Mayor-President's veto.

C. On _____, at _____ o'clock __.m., 2026, this ordinance was returned to the Council Office without signature of Mayor-President. *If not signed or vetoed by the Mayor-President within ten (10) days after receipt, the ordinance shall be considered adopted.*

CLERK OF THE COUNCIL

6. This ordinance was published in full in the official journal on July 10, 2026.