29.

CITY ORDINANCE NO. CO-108-2026

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 SNEAKER POLITICS, L.L.C. CONCERNING THE RENOVATIONS OF THE BASKETBALL COURT AT THOMAS PARK

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

WHEREAS, the City of Lafayette (herein sometimes simply the "City") is the owner of the park situated on certain immovable property bearing municipal address 301 Geraldine Drive, Lafayette, LA 70503, known as Thomas Park (herein the "Park"); and

WHEREAS, Sneaker Politics, L.L.C. (herein "SPolitics") desires, at its sole cost and expense, to renovate the outdoor basketball court (herein the "Court") situated at the Park and in consideration, thereof, be granted the right to design and produce a visually engaging sponsorship display on the surface of the Court; and

WHEREAS, the assistance offered by SPolitics is instrumental in promoting, encouraging, supporting or enhancing recreation, leisure, social engagement and culture in the Park, which fosters community engagement and well-being within the City of Lafayette, by assisting the City in promoting physical fitness, providing a safe space for recreation and social entertainment; and

WHEREAS, the City recognizes the important public purpose of providing to the citizens of the City of Lafayette recreation, leisure, social engagement and culture and desires that SPolitics renovate the Court at the Park; and

WHEREAS, the City and SPolitics desire to enter into a Cooperative Endeavor Agreement to set for the terms and conditions in connection with the renovation of the Court; and

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

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

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 Sneaker Politics, L.L.C. concerning the renovations of the basketball court at Thomas Park, 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.

* * * * *

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE CITY OF LAFAYETTE AND
SNEAKER POLITICS, L.L.C. CONCERNING THE RENOVATIONS OF THE
BASKETBALL COURT AT THOMAS PARK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that, on the dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, duly commissioned and qualified as such for their respective jurisdictions as stated below, and in the presence of the undersigned competent witnesses, came and appeared:

> CITY OF LAFAYETTE, a political subdivision under the laws 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, pursuant to City Ordinance No. CO-_____ -2026, duly adopted, which is incorporated herein by reference thereto (herein the "City"), and
>
> SNEAKER POLITICS, L.L.C., a Louisiana limited liability company, represented herein by Lee Trahan, its Director of Retail Operations, whose mailing address is 240 Ridge Road, Unit B, Lafayette, Louisiana 70506, pursuant to a resolution, duly adopted, which is attached hereto (herein "SPolitics"), (collectively, the "Parties," and each, a "Party"),

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

WITNESSETH:

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

WHEREAS, the City is the owner of the park situated on certain immovable property bearing municipal address 301 Geraldine Drive, Lafayette, LA 70503, known as Thomas Park (herein the "Park"); and

WHEREAS, SPolitics desires, at its sole cost and expense, to renovate the outdoor basketball court (herein the "Court") situated at the Park and in consideration, thereof, be granted the right to design and produce a visually engaging sponsorship display on the surface of the Court; and

WHEREAS, the assistance offered by SPolitics is instrumental in promoting, encouraging, supporting or enhancing recreation, leisure, social engagement and culture in the Park, which fosters community engagement and well-being within the City of Lafayette, by assisting the City in promoting physical fitness, providing a safe space for recreation and social entertainment; and

WHEREAS, the City recognizes the important public purpose of providing to the citizens of the City of Lafayette recreation, leisure, social engagement and culture and desires that SPolitics renovate the Court at the Park; and

WHEREAS, the City 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 use of property is not a gratuitous donation.

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

Scope of Agreement

a) Construction Renovation and Sponsorship Design. Subject to the terms and conditions of this Agreement, SPolitics, at its sole cost and expense, shall be responsible for the planning, design, and project management of the renovations of the Court at the Park (herein the "Project"). The scope of the Project shall include all materials, supplies, and other costs including, but not limited to, contractor fees, artist fees and other professional fees associated with: (i) the necessary repairs and resurfacing of the Court as well as the replacement of the backboards and nets of the basketball goals (herein the "Construction Renovations"); and (ii) the design and production of the graphic design for the sponsorship display (herein the "Sponsorship Display") to be incorporated on the surface of the Court (herein Construction Renovations and Sponsorship Display collectively the "Improvements").

The design, installation, or construction of the Construction Renovations shall be completed by an entity possessing all licenses, permits, approvals, and qualifications necessary from governmental or regulatory agencies to install and construct the Construction Renovations. SPolitics shall obtain three (3) quotes for the Construction Renovations from contractors duly licensed and qualified in the State of Louisiana.

SPolitics shall ensure that the design and incorporation of the Sponsorship Display on the Court shall be provided by qualified professionals in the respective field. The material used in the Sponsorship Display shall be compatible with the resurfacing system, suitable for basketball play.

b) City Approval. Before the commencement of the Project, the scope of work and the materials to be used for the Project shall be discussed with and approved by the City.

The initial and final design of the Sponsorship Display shall be subject to the prior written approval of the City and the installation, or incorporation of the Sponsorship Display on the Court shall not commence until such approval has been provided, which approval shall not be unreasonably withheld. The Sponsorship Display shall complement the amenities at the Park and shall be in accordance with Sections 72-80 through 72-82 of the Lafayette City-Parish Consolidated Government Code of Ordinances.

SPolitics and the City shall coordinate with each other and the design professionals to obtain any necessary approvals from any governmental authorities.

c) Access to Site. Subject to the City's approvals as provided herein, the City hereby grants SPolitics a right of access to the Park and certain property adjacent to the Park (herein the "Construction Zone") necessary and for the sole purpose of installing, or constructing the Improvements as designed. The Construction Zone shall be identified by agreement of the Parties.

d) Construction. Subject to any City approvals required by this Agreement and except as otherwise provided in this Agreement, SPolitics shall have full and sole responsibility, authority and control over the design, installation, and construction of the Improvements or other construction activities in furtherance of this Agreement until the Improvements are completed. SPolitics shall maintain all necessary books, documents, papers, accounting records and other evidence pertaining to the costs incurred and construction of the Improvements to the Court, and shall keep all materials available for inspection at all reasonable times. All such books and records shall be maintained by SPolitics and will be open for inspection by the City and copies thereof shall be furnished to the City upon request.

e) Funding of Construction. SPolitics shall fund the entire cost of the design, installation, or construction of the Project and Improvements. SPolitics shall indemnify, defend, and hold harmless the City from all costs, liability, and expenses arising from completion of the Project and Improvements. Further, SPolitics shall not allow any liens or other encumbrances on the Park as a result of the design, installation, or construction of the Improvements; and shall indemnify, defend, and hold harmless the City from all costs, liability, and expenses, including attorney's fees relating thereto.

f) Consideration. In consideration of the design, installation, and construction of the Improvements by SPolitics, subject to the City's approval of the Sponsorship Display, the City grants SPolitics the right to incorporate the Sponsorship Display on the surface of Court.

Insurance

SPolitcs agrees to carry and maintain, or cause its contractor(s) performing the design, installation or construction of the Improvements to the Court to carry and maintain, at its/their sole cost and expense, during the construction of the Improvements and while taking any action on the Court, the following insurance, to-wit:

a) Standard Workers' Compensation. This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability coverage of $1,000,000.00 minimum per accident/per disease/per employee, with waiver of subrogation in favor of the City; and

b) Commercial General Liability. This shall include insurance with limits of at least $1,000,000.00 per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover personal and advertising injury and products liability/completed operations; and

c) Business Automobile Liability Insurance. This shall include Business Automobile Liability Insurance with limits of at least $1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. If "Any Auto" coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If SPolitics does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Agreement, then "Hired" and "Non-Owned Auto" coverage is required; and

d) Additional Insured. The City, its officials, employees, and volunteers shall be named as additional insureds on the insurance policies maintained hereunder.

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

Completion of the Improvements

When SPolitics believes the Project and Improvements are close to substantial completion, SPolitics shall provide the City with a comprehensive list of items to be completed or corrected (herein the "Initial Punchlist"). The City shall inspect the Project and Improvements within fifteen (15) days of receipt of the Initial Punchlist. If the City determines the Project and Improvements are substantially completion, the City shall provide SPolitics with a Certificate of Substantial Completion.

If the City determines the Project and Improvements are not substantially complete, the City shall provide SPolitics with a list of items that need completion or correction. SPolitics shall have thirty (30) days to complete or correct the items and re-submit a notice of completion (herein the "Final Punchlist"). The City shall have fifteen (15) days from receipt of the Final Punchlist to, again, inspect the Project and Improvements for substantial completion.

Upon the issuance of the Certificate of Substantial Completion and written acceptance of the Improvements as fully complete ("Final Completion"), SPolitics shall notify the City in writing of the Final Completion.

After Final Completion, the City shall be responsible for the maintenance and repairs of the surface of the Court and basketball goals. The City may establish policies and procedures whereby the Court can be utilized, including policies and procedures whereby the Court may be utilized for specific events. After Final Completion, the City shall have full ownership of the Construction Renovations and Court.

As more specifically provided in the *Sponsorship Display Warranty and Indemnity* section of this Agreement, SPolitics shall be solely responsible, at its cost and expense, for any maintenance, repair, renewal, or restoration of the Sponsorship Display necessary to preserve its appearance, subject to the City's prior approval and provided that such work does not interfere with the use, safety, maintenance, or repair of the Court.

SPolitics shall assign and transfer to the City any and all warranties, guarantees, covenants, remedies, and causes of action for defective design, construction, materials, or workmanship relating to the Improvements. This assignment specifically includes, but is not limited to, all of SPolitics' personal rights and contractual or delictual rights of action against any contractors or subcontractors for breach of contract, poor workmanship, or property damage, with the City being fully subrogated to such rights as of the date of Final Completion.

Term

The effective date of this Agreement shall be the date of last signature hereto by a Party (herein the "Effective Date").

The term of this Agreement shall be for a period commencing on Effective Date and continuing until Final Completion of the Improvements.

Within fourteen (14) days of the Effective Date, SPolitics shall commence the installation and construction of the Improvements on the Court. The installation and construction of the Improvements shall be completed within two (2) months of the Effective Date.

Celebratory Event

Following Final Completion, the City shall grant SPolitics use of the Court and adjacent areas of the Park for one (1) celebratory event, on a date mutually agreed upon by the Parties, occurring no later than ninety (90) days after Final Completion. The City shall waive all rental, reservation, and permit fees associated with the event and shall reasonably cooperate with SPolitics in obtaining any other required approvals. Subject to applicable law, SPolitics may provide amplified sound, food and beverage vendors, and brand partner activations at the event, and may photograph, film, and use images and footage of the Court and the event in its marketing. SPolitics shall maintain the insurance required under this Agreement for the duration of the event.

Environmental Compliance

The term "Hazardous or Environmentally Unsafe Substances" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. SPolitics agrees that (a) no activity will be conducted on the Court or at the Park that will produce any Hazardous or Environmentally Unsafe Substances at the Park; (b) the Park will not be used in any manner for the storage of Hazardous or Environmentally Unsafe Substances; (c) SPolitics, its employees, agents or contractors will not cause any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, Hazardous or Environmentally Unsafe Substances on the Court or at the Park, and if so brought thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any

time during the term of this Agreement, SPolitics, its employees, agents or contractors causes or has caused the Park to be so contaminated or subject to said conditions, SPolitics shall and does hereby agree to indemnify, defend, and hold the City harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature caused by SPolitics including, but not limited to, attorneys' fees and expenses, court costs, administrative costs and costs of appeal. The foregoing indemnifications shall survive the termination or expiration of the Agreement.

City Obligations

The City shall, at its sole cost and expense, maintain and keep the Court in good, clean, and working condition and repair, including but not limited to the removal of trash and graffiti, after Final Completion of the Improvements.

Indemnity

SPolitics shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and volunteers free and from and against any and all claims, liabilities, losses, expenses, and any other costs (including, without limitation, all reasonable attorney's fees) for any damages or injuries arising out of or resulting from the negligence, gross negligence, or intentional act of SPolitics or SPolitics' directors, officers, employees, agents, or contractors in connection with the discharge or performance of the terms of this Agreement.

The City shall indemnify, defend, and hold harmless SPolitics, its directors, officers. employees, agents, and contractors free and from and against any and all claims, liabilities, losses, expenses, and any other costs (including, without limitation, all reasonable attorney's fees) for any damages or injuries arising out of or resulting from the negligence, gross negligence, or intentional act or omission of the City or the City's, employees, or agents in connection with the discharge or performance of the terms of this Agreement.

The foregoing indemnifications shall survive the termination or expiration of the Agreement.

Sponsorship Display Warranty and Indemnity

SPolitics represents and warrants that it owns, or has obtained and will maintain, all rights, licenses, permissions, consents, and authorizations necessary for the design, installation, display, maintenance, alteration, and removal of the Sponsorship Display as contemplated by this Agreement, including all rights in any trademarks, service marks, trade dress, copyrights, artwork, designs, names, images, likenesses, or other intellectual property incorporated therein. SPolitics further represents and warrants that the Sponsorship Display will not infringe, misappropriate, or otherwise violate any intellectual property, proprietary, publicity, or other rights of any third party. To the extent necessary to permit the Sponsorship Display to remain on the Court, SPolitics hereby grants, or shall cause to be granted, to the City a non-exclusive, royalty-free license to display and use the Sponsorship Display at the Court for so long as it remains there.

SPolitics shall indemnify, defend, and hold harmless the City and its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorney's fees and costs of defense, arising out of or relating to any allegation that the Sponsorship Display infringes, misappropriates, or otherwise violates any right of any third party. The City's review or approval of the Sponsorship Display shall not diminish SPolitics' obligations under this Section or constitute any representation by the City concerning ownership of or rights in the Sponsorship Display.

Following Final Completion, the City shall have no obligation to maintain, repair, renew, restore, or preserve the Sponsorship Display. SPolitics shall be solely responsible, at its cost and expense, for any maintenance, repair, renewal, or restoration of the Sponsorship Display necessary to preserve its appearance, subject to the City's prior approval and provided that such work does not interfere with the use, safety, maintenance, or repair of the Court. If SPolitics declines or fails

to perform such work, the City may (but need not) maintain, repair, resurface, alter, cover, or otherwise treat the surface of the Court as the City determines reasonably necessary, notwithstanding any resulting alteration, deterioration, obscuring, or removal of all or any portion of the Sponsorship Display, without liability to or obligation to compensate SPolitics or any other person.

SPolitics shall obtain from each artist, designer, contractor, licensor, or other person whose work or rights are incorporated into the Sponsorship Display all licenses, consents, releases, and waivers reasonably necessary to give effect to this Section, including any consent or waiver necessary to permit the City ultimately to alter, cover, or remove the Sponsorship Display. The representations, warranties, licenses, indemnity obligations, and other provisions of this Section shall survive Final Completion and the expiration or termination of this Agreement.

Default

It is expressly understood and agreed that a Party shall be in default, without further notice or demand if the Party fails to perform any other obligation, term or condition herein set forth and such failure is not cured within thirty (30) days after written notice thereof (subject to the occurrence of a force majeure event); provided, however, that if such failure is not reasonably capable of being cured within the thirty (30) day cure period, the Party shall have such additional time as is reasonably necessary to cure such failure, so long as the Party commences to cure such failure during the thirty (30) day cure period and thereafter prosecutes the curing of such default to completion with due diligence.

Termination

If a Party is placed in default in accordance with the default provisions prior to Final Completion, the non-defaulting Party may terminate this Agreement by providing the defaulting Party with written notice of termination setting forth the effective date of such termination of this Agreement, which date shall not be more than thirty (30) days from the date of the notice.

In the event this Agreement is terminated prior to Final Completion as set forth herein, all movable property or materials of SPolitics or its contractors placed in or on the Court shall remain the property of SPolitics or its contractors. The City shall be the owner of any permanently installed Improvements with right to exercise or seek any remedy available at law as the defaulting party with respect to any such default.

Notice

Any notice to be given under this Agreement by the City to SPolitics, or by SPolitics to the City, shall be considered as duly given if made in writing, addressed to the other Party and mailed by registered or certified mail postage prepaid, to the following addresses, or to such address of the City or SPolitics.

If to the City:

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

If to SPolitics:
Attn.: Director of Retail Operations
240 Ridge Road, Unit B
Lafayette, LA 70501

Assignment

Neither party shall be permitted to assign any part of or all of this Agreement except to any successor entity without first obtaining the written consent of the other party, to be granted or withheld in its sole discretion.

Third-Party Beneficiary

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

Non-Appropriation

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

Budgeted Funds

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

Additional Instruments; Record Retention

The Parties agree that when called on to do so, each of them will execute such other instruments in writing or do such other things that are reasonably required by the other Party in order to give full effect to the covenants and conditions required of them under this Agreement. SPolitics shall maintain all necessary books, documents, papers, accounting records, as built plans, and other records relative to the construction of the Improvement through Final Completion. All such books and records maintained by SPolitics through Final Completion will be open for inspection by the City, and copies thereof shall be furnished to the City.

Miscellaneous

a) Recitals. The above Recitals are incorporated herein as if restated in their entirety.

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

c) Survival. The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the expiration or earlier termination of this Agreement.

d) Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations to the extent due to any cause or event beyond the reasonable control of a Party, including, but not limited to: act of God, act of terrorism, war (whether declared or

undeclared), sabotage, insurrection, riot or other act of civil disobedience, vandalism, strike, walkout, or other labor shortage, inclement weather, hurricane, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, public health emergency, or government regulation, proclamation, order, or action.

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

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

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

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

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

j) Venue. Any suit, action or other proceeding relating to or in connection with this Agreement shall be brought and maintained exclusively in any state or federal court located in Lafayette Parish, State of Louisiana. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, and agrees not to assert any claim or defense that it is not personally subject to the jurisdiction of such courts, that the venue of the suit, action or proceeding is improper, or that the suit, action or proceeding is brought in an inconvenient forum.

k) Attorney Fees and Expenses. Should either Party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover all of its attorney's fees, costs, and other expenses incurred.

l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

m) Reformation. If subsequent to the Effective Date: (i) the contents or validity of the Agreement are challenged by any governmental authority under applicable law, or (ii) the City determines that a violation of a law has occurred as a result of the Agreement or that a violation of a law may occur as a result of the Agreement, the City shall promptly use reasonable efforts to analyze, revise, reform and, to the extent necessary, restructure the Agreement in a manner that is equitable to all parties in light of the intent of the parties regarding the Improvements, as contemplated by the Agreement.

THUS DONE AND SIGNED this ___ day of _____, 2026, at Lafayette, Louisiana in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

CITY OF LAFAYETTE

_____

Print: _____

By: _____
Monique B. Boulet
Lafayette Mayor-President

_____

Print: _____

_____
_____, Notary Public
Notary Id. No. _____

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

WITNESSES:

SNEAKER POLITICS, L.L.C.

_____
Print: _____

By: _____
Lee Trahan
Director of Retail Operations

_____
Print: _____

_____
_____, Notary Public
Notary Id. No. _____

Lafayette
CONSOLIDATED GOVERNMENT

RECEIVED
OCT 23 2025
OFFICE OF THE CAO

Memorandum

TO: Joseph Gordon-Wiltz, Clerk of the Council DATE: October 23, 2026

THRU: Rachel Godeaux, CAO

FROM: Byron K. Starks, PARC Director

SUBJECT: **CITY COUNCIL MEETING AGENDA – Introduction November 10, 2026; Final Adoption November 24, 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 Sneaker Politics, L.L.C. concerning the Renovations of the Basketball Court at Thomas Park

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Enclosed please find: (i) the Agenda Item Submittal Form; (ii) An Ordinance of the Lafayette City Council Authorizing the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement by and between the City of Lafayette and Sneaker Politics, L.L.C. concerning the Renovations of the Basketball Court at Thomas Park; and (iii) Cooperative Endeavor Agreement.

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

If all is in order, kindly sign and present to the Council Office in order that it be put on the City Council agenda to be introduced at the City Council meeting on Tuesday, November 10, 2026, with final adoption on Tuesday, November 24, 2026.

Thanks,

Byron K. Starks
PARC Director

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 Sneaker Politics, L.L.C. concerning the Renovations of the Basketball Court at Thomas Park

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

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

4) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: November 10, 2026

B) FINAL ADOPTION: November 24, 2026

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreement (10 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)

__X__ No Fiscal Impact

RECOMMENDED BY:

BYRON K. STARKS
PARC DIRECTOR

APPROVED FOR AGENDA:

RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER