FACT SHEET

| Title | Date | Originating Department |
| --- | --- | --- |
| A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ROTARY CLUB AND TO OTHERWISE PROVIDE WITH RESPECT THERETO | August 7, 2013 | SPAR |
| | | Council District B/CITYWIDE |

Purpose

To authorize the Mayor to execute a Cooperative Endeavor Agreement allowing the use of Riverview Park by the Rotary Club September 13-14, 2013 to hold the Dragon Boat Festival.

Background Information

The Rotary Club will hold it annual Dragon Boat Festival a fundraiser in its third year. Last year the event was held on the Red River and raised funds for local college scholarships and for computers that were donated to local non-profit organization.

Timetable

Introduction: August 13, 2013

Final Passage: August 27, 2013

Special Procedural Requirements

None

Finances

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Discussion

None

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Alternatives

1. Adopt the resolution as submitted.
2. Amend the resolution.
3. Deny the resolution.

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Conclusion

Alternative Number 1 is recommended.

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FACT SHEET PREPARED BY: Shelly Ragle, SPAR Director

RESOLUTION NO. _____2013

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ROTARY CLUB AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City desires to participate in programs and activities which directly benefit the citizens and the community of the City; and

WHEREAS, the City is the owner of Riverview Park, located on Clyde Fant Parkway; and

WHEREAS, the Rotary Club desires to use Riverview Park for the purpose of producing and presenting the Dragon Boat Festival on September 13-14, 2013 to raise funds for student scholarships in our community.

BE IT RESOLVED by the City Council of Shreveport in due, regular and legal session convened that Cedric Glover, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport and the Rotary Club substantially in the form filed in the office of the Clerk of Council on August 13, 2013; and

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable; and

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office

**COOPERATIVE ENDEAVAOR AGREEMENT**

**BETWEEEN**

**THE CITY OF SHREVEPORT**

**AND**

**ROTARY CLUB OF SHREVEPORT**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____ day of _____, 2013, by and between the City of Shreveport, ("CITY"), a duly incorporated municipal corporation in the State of Louisiana, represented by Cedric Glover, Mayor, duly authorized to act herein, and the Rotary Club of Shreveport, ("Rotary"), represented herein by _____, its _____. This Agreement is to serve the public for the purposes hereinafter declared.

RECITALS

WHEREAS, the City desires to participate in programs which, directly benefit the citizens of the City by participating in wholesome activities which serve to benefit the entire community; and

WHEREAS, the Rotary Club, desires to provide a benefit and fund raiser to support its educational efforts to provide scholarships and computer equipment to local students by hosting its fund raiser, Red River Dragon Boat Festival on September 113-14, 2013; and

WHEREAS, the City is the owner of Riverview Park, located on Clyde Fant Parkway and the Red River; and

WHEREAS, the Rotary Club desires to use Riverview Park for the purpose of conducting the Dragon Boat Races; and

WHEREAS, the programs and services provided by the Rotary Club provide to benefit the education of the community which serves a public benefit and serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the use of the Riverview Park by the Rotary Club on September 13-14, 2013 during the Dragon Boat Race Festival is hereby approved.

## 1. PURPOSE

The purpose of this Agreement is to set forth the terms under which the City and the Rotary Club will partner and hold the Dragon Boat Race Festival at Riverview Park.

## 2. TERM

2.1 The term of this Agreement shall be in effect from the date of execution through the 15 day of September, 2013.

## 3. MANAGEMENT AND OPERATION

3.1 The City shall be responsible for providing activity space, tables and chairs to conduct approved programs activities.

3.2 The Rotary Club shall be responsible for soliciting people to participate in program/activities.

3.3 The Rotary club shall be responsible for all cost for personnel and activities related to the production of the Dragon Boat Race Festival.

3.4 The Rotary Club shall be responsible for all equipment, security, personnel, and other such cost associated with said event.

## 4. INDEMNITY AND HOLD HARMLESS

4.1 The Rotary Club hereby agrees to indemnify, defend and hold harmless City, its officers, agents and employees against any and all claims, demands, suits, damages and expenses (including reasonable attorneys fees for the defense thereof) to the Rotary Club , City, or to any party for loss of life, or personal injury or property damage occurring on or about the premises, its surrounding area(s) or grounds, including but not limited to sidewalks and parking areas, when these are caused or contributed to by the Rotary Club, arising out of or in connection with its use of the premises for the purpose stated herein.

## 5. INSURANCE.

5.1 The Rotary Club undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initial term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as an additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

5.2 All coverage required by this section shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers compensation only. City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

5.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by the Rotary Club before any part of the service specified by this Agreement are commenced. The said Certificate shall name City as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

5.4 The Rotary Club and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against City, its officers, agents, or employees and its insurance companies.

5.5 City will give the Rotary Club prompt notice in writing if the institution of any suit or proceeding and permit the Rotary Club to defend same, and will give all needed information, assistance, and authority to enable the Rotary Club to do so. The Rotary Club shall similarly give City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the contract. The Rotary Club shall immediately provide City with copies of all pertinent papers received by Goodwill Industries pursuant to this provision of the Agreement.

5.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City, shall be furnished by the Rotary Club.

## 6. TERMINATION AND CANCELLATION

6.1 For Convenience

Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

6.2 Mutual Consent

This Agreement may be terminated immediately by the mutual consent of both parties.

6.3. For Cause

Except as otherwise provided herein, either party shall have the right to immediately terminate this Agreement after giving thirty (30) days written notice to the other party upon the occurrence of either of the following:

i) Non-appropriation or under appropriation of funds by the governing Board or officials of either party to this Agreement which would limit the party's ability to comply with its duties and obligations under this Agreement.

ii) Any time City manpower or personnel are not sufficient to meet City's obligations hereunder;

iii. Failure for any reason, by either party, to fulfill its obligations under this Agreement.

iv) Failure for any reason, by either party, to comply with Federal, State and Local laws applicable to matters covered by this Agreement.

## 7. MISCELLANEOUS PROVISIONS

7.1 It is understood that the premises provided herein for use by the Rotary Club are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by the Rotary Club, its agents, or employees, on account of race, sex, color, religion, disability or national origin, in the use of or admission to the premises is prohibited and shall result in immediate termination of this Agreement by City.

7.2 The parties hereto stipulate that the venue of any possible litigation arising under this shall be in Caddo Parish, Louisiana.

7.4 Any notices required or appropriate under this Agreement shall be given in writing to City and the Rotary Club at the address shown below:

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|---|---|
| To City: | City of Shreveport<br>Director of Public Assembly and Recreation<br>505 Travis Street, Suite 550<br>Shreveport, Louisiana 71101 |
| To Rotary Club: | 401 Market Street Suite 1013<br>Shreveport, LA 71101 |

or such other address as either party may specify from time to time throughout the initial term or any renewal term of this Agreement.

7.5 Nothing contained herein or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between City and the Rotary Club.

7.6 The Rotary Club herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021(6) and as such, it is expressly agreed and understood between the parties hereunto, in entering into this agreement, City shall not be liable to Rotary Club for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further, under the provision of R.S. 23:1034, anyone employed by the Rotary Club not be considered an employee of City for purposes of Worker's Compensation coverage.

7.7 None of the funds, materials, property or services provided directly or indirectly under the terms of this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7.8 No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

7.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

7.10 This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations is hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required, the same shall not be unreasonable or arbitrarily withheld.

7.11 If any provision or item of this Agreement is held invalid, such invalidity shall not effect other provisions or items of this Agreement which can be

given effect without the invalid provisions and to this end the agreement is hereby declared severable.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____ day of _____, 20___.

WITNESSES:

_____

_____

CITY OF SHREVEPORT

BY:_____

Cedric B. Glover, MAYOR

Rotary Club of Shreveport

WITNESSES:

_____

_____

BY:_____