

UNITED STATES OF AMERICA

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STATE OF LOUISIANA

PARISH OF CADDO



COOPERATIVE ENDEAVOR AGREEMENT

Battle on the Border High School Football Showcase

THIS Cooperative Endeavor Agreement (“AGREEMENT”) is made and entered into as of the ____ day of _____, 201____, by and between the City of Shreveport, hereinafter referred to as “CITY”, represented herein by Ollie S. Mayor, duly authorized to act herein and _____, an independent, college preparatory private school, hereinafter referred to as “_____” or “HIGH SCHOOL,” herein represented by _____, duly authorized to act herein as evidenced by the Resolution of the _____ attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides 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 association, corporation, or individual;” and

WHEREAS, the CITY will host the "Battle on the Border-High School Football Showcase" in 2017 at Shreveport Independence Stadium; and

WHEREAS, the CITY desires to support cultural, educational, and leisure activity programs which serve a public purpose and render a public service; and

WHEREAS, the CITY declares that the "Battle on the Border-High School Football Showcase" and its related activities and events serve such a public purpose; and

WHEREAS, the CITY desires to provide service commensurate with services to be rendered by the HIGH SCHOOL under the terms of this AGREEMENT which have been approved by the City Council by Resolution Number ____ of 2016.

NOW THEREFORE, CITY AND HIGH SCHOOL under the conditions herein set forth do agree for the mutual covenants and consideration set forth herein as follows:

I. THE CITY AGREES TO:

A. Scope of Services:

1. To provide technical assistance in the planning of the Game and related events and activities upon the request of "HIGH SCHOOL."
2. To provide site plan clearance by City departments.
3. To provide personnel and resources to assist "HIGH SCHOOL" in the production of the Game(s) and related events and activities. The number of activities and the type of resources provided by CITY shall be determined by the appropriate department head or his designee and approved by the Mayor or his/her designee. All costs for such services shall be the responsibility of the respective department.

B. CITY agrees to take reasonable measures to maintain a clean, healthful environment for the operation of the activities through the provision of sanitation.

C. CITY shall provide the following personnel and services during the Battle on the Border-High School Showcase game at its expense:

1. Scoreboard / Video board Operations
2. Elevator/Sky Box/ Press Box Personnel
3. Chain Crew, Scoreboard Operator and Timekeeper
4. Gate Personnel
5. Ticket Sellers/Takers
6. Restroom Attendants
7. Normal Field Preparation and Utilities
8. Post Game Cleanup
9. Traffic Control and Stadium Security
10. Stadium Staff
11. Emergency Medical Services Personnel
12. PA Announcer
13. Assistance with volunteers
14. Tickets
15. Promotions/Marketing

D. Out-of-Town (200 Miles Away or More) High School Participants.

1. Transportation for High Schools 200 Miles Away or More. CITY agrees to provide transportation for the HIGH SCHOOL at the CITY's cost up to an amount not to exceed Five Thousand Dollars (\$5,000.00). If HIGH SCHOOL either has its own transportation or decides to provide its own transportation, the HIGH SCHOOL shall submit a letter stating its intentions and the estimated cost associated with the transportation. The CITY shall issue a payment to compensate HIGH SCHOOL, up to an amount not to exceed FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00), based on the submitted estimated costs of transportation. The amount paid to HIGH SCHOOL in this sub-section is specifically to provide for HIGH SCHOOL's transportation and must be used for that purpose.
2. Lodging for High Schools 200 Miles Away or More. CITY agrees to provide lodging not to exceed thirty-four (34) rooms, including bus drivers for one (1) overnight stay. If HIGH SCHOOL chooses not to stay overnight in the lodging that CITY agreed to provide, HIGH SCHOOL shall not be entitled to receive the value of the lodging in any type of monetary compensation.

E. All rights relative to the production of any video or photography are reserved to CITY except that the HIGH SCHOOL shall have rights to its own game film and/or game-day photographs that it has produced.

F. CITY shall have the right of use of the official school logos, emblem, and mascot on the Battle on the Border HS Football Showcase official website, City's website, Diamond Vision, flyers, posters, banners, novelty items, and game day programs for the term of this AGREEMENT.

G. Advertising, logos, banners: HIGH SCHOOL acknowledges, agrees, and understands that they may not display any logos, banners, advertising, or display on the Diamond Vision any competitor's logos to the extent that such advertising, logos, banners, or display will conflict in any way with any agreement in effect between CITY and any party/(ies).

H. CITY shall maintain requisite insurance during the event.

I. TICKETS:

1. General Admission tickets shall be approved by all parties with input from the CITY; the cost shall be TEN DOLLARS (\$10) for Pre-Sale and FIFTEEN DOLLARS (\$15) on Game Day.
2. CITY shall have sole approval for all Club Level ticket prices; CITY shall receive all Club Level tickets sale revenue/receipts, with the exception of the City of Shreveport Suite. Revenues from the Lease of the Suites shall be reserved solely to the City of Shreveport.
3. CITY shall distribute up to five thousand (5,000) pre-sale general admission tickets to HIGH SCHOOL no later than May 1, 2017. These tickets shall be printed and delivered to HIGH SCHOOL at no cost to HIGH SCHOOL.

J. CITY shall print and provide credentials for the game; it will distribute credentials for game day staff, game officials, team players, coaching staff and sponsors. Each HIGH SCHOOL must submit a request for credentials a minimum of thirty (30) days in advance of game day.

II. THE HIGH SCHOOL AGREES TO:

A. Scope of Services

To produce an annual football game referred to as the Battle on the Border-High School Football Showcase along with associated activities and events which may include the following:

1. Battle on the Border-High School Football Showcase ("The Game"): To be sponsored annually by HIGH SCHOOL and CITY beginning in 2017. There will be one game pursuant to the term of this AGREEMENT as indicated:

Home Team:	vs.	Visitor Team:
* Possible Dates and Times		
Date	Time	
	TBD	
	TBD	
<p>* Official game date and time is to be determined (TBD) at a later date. Notification of selected date and time will be provided through a “<i>Schedule Attachment</i>” attached to this AGREEMENT once the Official 2017 Battle on the Border High School Football Showcase scheduling is complete.</p> <p>Note: Official Battle on the Border match-ups, game dates and kick off time(s) are subject to change as <i>mutually agreed upon</i> by all parties. Notification of any and all changes will be through a “<i>Schedule Attachment</i>” attached to this AGREEMENT, as needed.</p>		

2. Special Events: HIGH SCHOOL shall have the right to sponsor special events in conjunction with the annual Game, including, but not limited to a pep rally. The dates, times and locations for each special event shall be determined by the mutual written agreement of the parties.
3. Supervision: All school-sponsored auxiliary groups, including, but not limited to, band, pep squad, cheerleading squad, and drill team, that participate in any game activities or events shall be—AT ALL TIMES—supervised and under the direction of adults designated by the HIGH SCHOOL for that purpose.
4. Changes: Any of the above areas may be changed, deleted or added to during the contracted period by the mutual written consent of the parties.
5. Tickets:
 - i. HIGH SCHOOL shall be allowed to sell pre-sale tickets from date of receipt until the Wednesday PRIOR TO GAME DAY. HIGH SCHOOL shall receive and shall be entitled to retain all revenue from tickets pre-sold. HIGH SCHOOL shall return all of the remaining unsold tickets to CITY by noon on Thursday the week of the competition.
 - ii. Complimentary tickets for Coaches/Cardholders: A current 2017 Alabama, Arkansas, Florida, Louisiana, Texas and Oklahoma Coaches Association cardholder plus (1) guest shall be allowed to enter game at no cost. All official cardholders must show a current 2017 coaches card and present a valid driver's license to receive ticket(s) and entrance into game.
 - iii. Auxiliary Groups: All official auxiliary groups and respective sponsors from each HIGH SCHOOL shall be allowed to enter game at no cost. All groups shall be in official uniform to enter game. Auxiliary groups are defined as: Band, cheerleaders, dance lines, pep quads, etc.
6. Alcohol: **Prohibited** during this event.

B. Compensation

1. Game Day Ticket Revenue: All general admission game day ticket revenue shall be split equally by all participating schools and CITY once the following expenses are paid: Football officials, ticket printing, primary marketing and promotions, Jumbotron, game day programs, trophies and post-game meals. Full payments to participating schools shall be processed and paid no later than 30 days after the event.

2. Televised Game(s): Should any games be televised, the revenue generated shall be shared in accordance with the terms referenced above in Section II (B)(1).
- C. HIGH SCHOOL acknowledges, understands and agrees that all rights to the sale of food and beverages are reserved to CITY and CITY shall retain all income from such sales pursuant to any contract or agreement CITY may have with concessions operators relative to same.
- D. HIGH SCHOOL shall publicize in a reasonable manner that "no ice chests or bottles" and "no outside food or drink" shall be brought into the stadium by patrons at any time.
- E. Improvements may be made upon City-owned property by HIGH SCHOOL or its designee or agent upon receipt of prior written approval for same from CITY. HIGH SCHOOL acknowledges, understands and agrees that all improvements authorized by CITY pursuant to the provisions of this Section of this AGREEMENT shall become the property of CITY.
- F. HIGH SCHOOL understands and agrees to allow CITY the use of any photographs or videos of the game (excepting the HIGH SCHOOL's game film which the HIGH SCHOOL will produce), school mascots, emblems, logos etc. on its website for the term of this AGREEMENT.
- G. CITY is granted a non-exclusive license to the use of the official school logos, emblems and mascots on novelty items during the term of this AGREEMENT for the limited purpose of selling said novelty items at Shreveport Independence Stadium on the day(s) of the Battle on the Border game(s). It is understood and agreed that CITY is not, by way of this non-exclusive license, obtaining any ownership of the official school logos, emblems and mascots of HIGH SCHOOL are retained by HIGH SCHOOL. Nothing in this AGREEMENT will prevent HIGH SCHOOL or its bookstore, booster clubs, concessionaires, similar entities, or other licensing partners from purchasing, selling, marketing or distributing products using the official school logos, emblems and/or mascots. HIGH SCHOOL retains the right to issue licenses of its official school logos, emblems and mascots to any other licensees at its sole discretion. However, CITY shall be the only licensee of HIGH SCHOOL that will have the right to sell novelty items on the premises of Shreveport Independence Stadium on the day of the Battle on the Border game(s). The non-exclusive license granted to CITY herein shall terminate immediately upon the termination of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

HIGH SCHOOL shall abide by its Board Policy DAA (LEGAL), "Employment Objectives — Equal Employment Opportunity," with regard to all hiring or employment by HIGH SCHOOL made possible by or resulting from this AGREEMENT. With regard to hiring or employment related to or resulting from this AGREEMENT, there will not be any

discrimination against any employee or applicant for employment because of race, color, religion, sex national origin, age handicap, or veteran status. Where applicable, affirmative steps shall be taken to ensure that HIGH SCHOOL employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap, or veteran status. This requirement shall apply to but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. With regard to hiring in relation to this AGREEMENT, all solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, age, handicap, or veteran status.

IV. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

HIGH SCHOOL herein expressly agrees and acknowledges that it is an independent contractor as defined in LA R.S. 23:1021 (7) and as such, it is expressly agreed and understood between the parties hereunto this AGREEMENT that CITY shall not be liable to the HIGH SCHOOL for any medical benefits, indemnity, or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provision of LA R.S. 23:1034, no one employed by HIGH SCHOOL shall be considered an employee of CITY for the purposes of Worker's Compensation Coverage.

V. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE AND SICK LEAVE AND ANNUAL LEAVE BENEFITS

Neither HIGH SCHOOL nor anyone employed by HIGH SCHOOL shall be considered an employee of CITY for any purpose, including, but not limited to, the purposes of (1) unemployment compensation coverage and (2) sick and annual leave benefits provided by CITY, the same being hereby expressly waived and excluded by the parties hereto.

VI. INDEMNIFICATION AND HOLD HARMLESS

To the extent authorized by the Constitution and laws of the State of Louisiana, HIGH SCHOOL agrees to indemnify and hold CITY harmless against any and all claims, demands, damages, liabilities and costs incurred by CITY, resulting from or arise in connection with the negligent acts or omissions of HIGH SCHOOL or its employees, acting within the scope of their employment and in performance of obligations under this AGREEMENT. HIGH SCHOOL shall not provide indemnification or be liable for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by Boards, School Boards, Independent School Districts, etc. HIGH SCHOOL shall not indemnify CITY for any losses, injuries, or damages to any person which results from vices or defects in the said premises or the negligent or intentional acts or omissions by CITY or its employees.

VII. INSURANCE

CITY shall maintain public liability insurance in the amount of not less than FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) protecting both HIGH SCHOOL and CITY, their officers, agents, and employees from claims, suits, judgments, causes of action, and other matters arising out of the Game itself, its participation, and its related activities.

HIGH SCHOOL shall furnish to CITY a copy of HIGH SCHOOL's certificate of insurance showing that HIGH SCHOOL has insurance coverage in an amount of not less than ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) per occurrence. Additionally, HIGH SCHOOL agrees to name CITY as an "Additional Insured" and shall also designate CITY as an "Additional Insured" on HIGH SCHOOL's certificate of insurance.

VIII. FINANCIAL RECORDS

HIGH SCHOOL and CITY shall each maintain financial records pertaining to all matters relative to this AGREEMENT in accordance with generally accepted accounting principles and procedures. The HIGH SCHOOL and the CITY shall retain all of their respective financial records and supporting documentation applicable to this AGREEMENT for a period of three (3) years except as follows:

- A. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
- B. All such financial records and supporting documentation shall be made readily available during the normal business hours of the non-requesting party, upon written request for inspection, copying or audit by a representative of the requesting party. The costs for copies of any such records shall be borne by the party requesting the records. In the event that the HIGH SCHOOL goes out of existence, it shall turn over to the CITY all of its records relating to this AGREEMENT to be retained by said CITY for the required period.

IX. VENUE

The parties stipulate that the venue of any possible litigation arising pursuant to this AGREEMENT shall be in the United States District Court for the Western District of Louisiana, Shreveport Division.

X. POLITICAL ACTIVITY

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

XII. DAMAGE PAYMENT

HIGH SCHOOL shall, as soon as practical but not more than sixty (60) days following receipt of written demand and support for the demand, pay for any damages occasioned by it, its school-sponsored auxiliary groups or its employees to any city-owned property.

XIII. ASSIGNABILITY

HIGH SCHOOL shall not assign this AGREEMENT, in whole or part without prior written consent of the CITY.

XIV. TERM AND TERMINATION OF AGREEMENT

- A. Term. Except as otherwise provided in sub-sections B and C of this Section, this AGREEMENT shall become effective upon execution by CITY and HIGH SCHOOL and shall be terminated on December 31, 2017.
- B. Termination. The foregoing provision notwithstanding, this AGREEMENT may be terminated by the mutual consent of the parties or by the party desiring to terminate the AGREEMENT providing at least a sixty (60) day written notice to the other party stating its intention to terminate the AGREEMENT and specifying the date such termination shall become effective.
- C. Termination Due to Non-Appropriation of Funds. Each party to this AGREEMENT reserves the right at all times to terminate this AGREEMENT in the event sufficient funds are not appropriated by the terminating party's governing body in any fiscal year in which this AGREEMENT is in effect which would permit the terminating party to perform its obligations hereunder and/or if the terminating party's labor and resources are insufficient to perform any service contracted for herein.

XV. PARTIAL TERMINATION PROVISION

In the event this AGREEMENT is terminated under sub-section B or C of Section XIV of this AGREEMENT, CITY agrees to provide the HIGH SCHOOL with written notice of such occurrence and of its intention to terminate its financial and/or in-kind support to the HIGH SCHOOL. In such event, the HIGH SCHOOL shall still be permitted the use of the CITY facility, Shreveport Independence Stadium, at no charge, subject to the following terms and conditions:

- A. The facility shall be used for the production of the Game and related events and activities;
- B. The activity or event shall be open to the public with or without charge for admission;
- C. The activity or event shall be held on specific dates and times agreed upon in writing

by the parties;

- D. The HIGH SCHOOL shall provide all services and personnel necessary or proper for the activity or event at its cost and expense.

XVI. BREACH OF CONTRACT

- A. In case HIGH SCHOOL fails to produce team and play the said game on said date and at said place and time, or breaches any clause of this AGREEMENT, the HIGH SCHOOL so in fault agrees to pay CITY the sum of TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) and any transportation or lodging costs pre-paid by the City.
- B. In case HIGH SCHOOL team is redistricted (realigned) into the district of opposing team, the HIGH SCHOOL that is redistricted shall have the right to either terminate AGREEMENT by providing thirty (30) day written notice to the CITY once team is officially redistricted by respective High School Association or have the CITY reschedule the game with an opponent from another district.
- C. In event of school closure or the termination or suspension of HIGH SCHOOL's Football program, HIGH SCHOOL shall have the right to terminate the AGREEMENT with no recourse, upon HIGH SCHOOL providing CITY with thirty (30) day written notice of HIGH SCHOOL's closure or termination or suspension of HIGH SCHOOL's Football program.
- D. Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (i.e. hurricanes, floods, earthquakes or any other natural disaster), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Violation(s) by either party of any covenant, agreement, or condition herein shall be cause for immediate termination of the AGREEMENT by the other party. Either party may, after giving thirty (30) days advance written notice and specifying the effective date, terminate this AGREEMENT in whole or in part for cause, which may include, but shall not be limited to the following:

- A. Failure, for any reason, of any party to fulfill its obligations under this AGREEMENT in a timely and proper manner; or
- B. Failure of any party, for any reason, to comply with Federal, State and local laws applicable to matters covered by this AGREEMENT.

THIS AGREEMENT has been executed by the parties hereto on the day and year first written above.

WITNESSES:

NAME OF HIGH SCHOOL

Printed Name: _____

BY: _____
[Insert Name of authorized person],
[Insert Title]

Printed Name: _____

WITNESSES:

CITY OF SHREVEPORT

Printed Name: _____

BY: _____
Ollie S. Tyler,
Mayor

Printed Name: _____

Reviewed:

Approved:

BY: _____
Office of the City Attorney

BY: _____
William Bradford,
City Attorney

AUTHORIZATION	
RESOLUTION NO.	No. ___ of 2016
RESOLUTION EFFECTIVE DATE	Insert Month DD, YYYY