

FACT SHEET

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<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH SOUTHERN HILLS HOMEOWNERS ASSOCIATION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	March 20, 2017	SPAR  <u>SPONSOR</u> Councilman Flurry  <u>COUNCIL DISTRICT</u> District E

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PURPOSE

To authorize the execution of a Cooperative Endeavor Agreement with the Southern Hills Homeowners Association, relative to the City's co-sponsorship and participation in the Annual Music in the Park event.

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BACKGROUND INFORMATION

The event will enhance the quality of life for residents of Shreveport through music, food and fellowship. The assistance for in-kind contributions will help solidify funding for a successful event.

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FINANCES

The estimated cost of this resolution is approximately \$2400.12

Value of Equipment: \$2,196.00

Staging: 10 staging pieces @ \$80.00 each = \$800.00, 6 round tables @ \$4.00 each = \$24.00, 30 8 foot tables @ \$9.90 each = \$297.00, 160 chairs @ \$1.50 each = \$240.00, 1 spacewalk @ \$135.00, 1 face painter @ \$200.00, various children's games/prizes @ \$200.00, Popcorn machine and supplies @ 150.00, 2 portalets \$150.00

Value of Staffing: \$204.12

2 crew members @ \$10.16/hour x 6 hours = \$121.92 and 1 Recreation Specialist @ \$13.70/hour x 6 hours = \$82.20

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TIMETABLE

Introduction - March 28, 2017  
Final Passage- April 11, 2017

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SPECIAL PROCEDURAL REQUIREMENTS

None

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DISCUSSION

None

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ALTERNATIVES

1. Adopt the resolution as presented.
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, Director

RESOLUTION NO. \_\_\_\_\_ OF 2017

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH SOUTHERN HILLS HOMEOWNERS ASSOCIATION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

By: \_\_\_\_\_

WHEREAS, the Southern Hills Homeowners Association; a duly organized non-profit organization together with the City of Shreveport will host the Southern Hills Music in the Park Concert at the City of Shreveport's Southern Hills Park; and

WHEREAS, the event will provides an opportunity for citizens of the City of Shreveport and surrounding areas to enjoy quality of life events and programs that promote music and community spirit; and

WHEREAS, the one (1) day event will provide residents and visitors a chance to fellowship and build community spirit while enjoying music, food, games and crafts; and

WHEREAS, the event will bring visitors to the park from around the city and will show case the musical talents of local bands; and

WHEREAS, the programs and efforts of the Southern Hills Homeowners Association provides a benefit to the public and serves a public purpose; and

WHEREAS, the City of Shreveport will serve as the co-sponsor of the Music in the Park Concert.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor is authorized to execute a Cooperative Endeavor Agreement with Southern Hills Homeowners Association, substantially in accordance with the draft thereof which was filed for public inspection in the Office of the Clerk of Council.

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 applications and to this end the provisions of this resolution are hereby declared severable.

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney's Office

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Shreveport, Louisiana, herein represented by its Mayor, Ollie S. Tyler, who is duly authorized to act herein, and hereinafter referred to as the **CITY**, and Southern Hills Homeowners Association; a duly organized non-profit organization herein represented by \_\_\_\_\_, its \_\_\_\_\_, who is duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

## WITNESSETH

WHEREAS, the Southern Hills Homeowners Association; a duly organized non-profit organization together with the City of Shreveport will host the Southern Hills Music in the Park Concert at the City of Shreveport's Southern Hills Park; and

WHEREAS, the event will provides an opportunity for citizens of the City of Shreveport and surrounding areas to enjoy quality of life events and programs that promote music and community spirit; and

WHEREAS, the one (1) day event will provide residents and visitors a chance to fellowship and build community spirit while enjoying music, food, games and crafts; and

WHEREAS, the event will bring visitors to the park from around the city and will show case the musical talents of local bands; and

WHEREAS, the programs and efforts of the Southern Hills Homeowners Association provides a benefit to the public and serves a public purpose; and

WHEREAS, the City of Shreveport will serve as the co-sponsor of the Music in the Park Concert.

NOW, THEREFORE, **CITY** and **CONTRACTOR** under the following conditions set forth do mutually agree as follows:

### I. SCOPE OF SERVICES

A. **CONTRACTOR** agrees to:

1. Produce and pay for the Music in the Park Concert to be held on Saturday, April 29, 2017 at Southern Hills Park.

2. Provide all personnel, staff, services, and equipment required for the production of said events.

3. Schedule all activities, programs, and services for said events.

4. Provide and compensate all security and emergency personnel as required by the Shreveport Police Department and/or the Shreveport Fire Department in accordance with the requirements established by the respective departments. The security work schedule and officers assigned to each shall be coordinated and approved by the chief's of the respective departments or their designees.

5. Name the **CITY** as co-sponsor of the said events, including, where practical, mentioned in printed material and media releases.

6. Reimburse **CITY** for damage or loss to any City-owned property, equipment etc., resulting from **CONTRACTOR'S** use of same during the event or activity authorized by this Agreement.

B. The **CITY** agrees to:

1. Provide the use of Southern Hills Park on Saturday, April 29, 2017, at no charge to **CONTRACTOR** for the said events and the use of those services and equipment incidental thereto.

2. Provide use of 30 rectangular tables and 6 round tables.

3. Provide use of 160 chairs.

4. Provide 7 trash cans and liners to adequately serve the visitors of the park for the event.

5. Provide use of a popcorn machine and provide supplies for popcorn as well as games and prizes for patrons.

6. Provide use of a stage and the set up for the stage.

7. Provide rental of a spacewalk, face painter, portable toilets.

8. Provide the necessary personnel to clean up the park.

### III. CHANGES TO SCOPE OF SERVICES

Any changes to the scope of services must be made in writing and agreed upon by both parties.

#### IV. SPECIAL PROVISIONS

A. Insurance Requirements - **CONTRACTOR** shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:

(l). Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy should be endorsed to name the **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 with an annual aggregate the aggregate limitation shall not be less than \$2 Million otherwise the **CONTRACTOR** shall provide the additional coverage described below, or provide a \$1,000,000 per project aggregate applicable for the project specified in this Agreement.

(a). Commercial Umbrella Insurance to be written in a form following the underlying coverage specified in (l) above, in an amount not less than \$1,000,000 per occurrence of loss. This policy shall be endorsed to name the **CITY** as an additional insured.

(b). The CGL policy referenced in (l.) above must be endorsed to remove the liquor liability exclusion contained in the policy if the contractor intends to allow the sale or serving of alcoholic beverages at the event and if the contractor is engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages. Issuance of this endorsement should be noted in the remarks section of the certificate specified in paragraph (c.) below. As an alternative, liquor liability coverage may be provided by a separate liquor liability policy in (l.) above. This policy must be endorsed to name the **CITY** as an additional Insured.

(c). The CGL policy referred above in (l.) must be endorsed to add Host Liquor Liability if the **CONTRACTOR** will serve or sell alcoholic beverages. This requirement is applicable unless the **CONTRACTOR** is in the business of manufacturing, distributing, selling or serving alcoholic beverages.

(d). Comprehensive Auto Liability Insurance in an amount not less than a combined single limit of \$300,000 per occurrence. This policy shall provide coverage for all "owned", "non-owned" and "hired" vehicles. This policy should be endorsed to name the **CITY** as an additional insured.

(e). Worker's Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain a Broad Form All States Endorsement. When required by the **CITY**, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.

2. All coverage provided for in 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. The **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.

3. Proof that such insurance coverage exists shall be furnished to the **CITY** by means of a Certificate of Insurance form provided by the **CITY** before any part of the service specified by this Agreement are commenced. The said Certificate shall name the **CITY** as an additional insured as indicated in this section and include a provision that in case of cancellation or any material change in the coverage stated above the **CITY** shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for non-payment of premium. **CONTRACTOR** shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the **CITY** with copies of such Certificates of Insurance.

4. **CONTRACTOR** 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. **CONTRACTOR** shall defend suits brought upon such claim and pay all costs and expenses incidental thereto. **CITY** shall have the right, at its own expense, to participate in the defense of any suit, without relieving the **CONTRACTOR** of any obligation hereunder.

6. **CONTRACTOR** shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and **CONTRACTOR**'s performance of the Agreement. **CONTRACTOR** shall indemnify the **CITY** for fines, penalties and corrective measures that result from the acts of commission or omission of the **CONTRACTOR**, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

7. **CITY** will give **CONTRACTOR** prompt notice in writing of the institution of any suit proceeding and permit **CONTRACTOR** to defend same, and will give all needed information, assistance, and authority to enable **CONTRACTOR** to do so. **CONTRACTOR** 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. **CONTRACTOR** shall furnish immediately to **CITY** copies of all pertinent papers received by **CONTRACTOR**.

8. If any part of the services specified by this Agreement are 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 to **CITY** by **CONTRACTOR**.

9. The payment of any deductible specified by such insurance policies shall be the responsibility of **CONTRACTOR** and will be paid solely by **CONTRACTOR**. If any of the insurance policies referred to above do not have flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the **CONTRACTOR** for premium payment and has no right to recover premium payment from the **CITY**.

B. Term - The Initial Term of this Agreement shall commence upon execution of this Agreement by all parties and shall terminate at 11:59 p.m. on December 31, 2017, unless sooner terminated as provided herein.

This Agreement may be extended for an additional term of two (2) year beginning January 1, 2018 and terminating at 11:59 p.m. on December 31, 2019, subject to future appropriations from the Shreveport City Council which would allow **CITY** to fulfill its obligations and commitments under this Agreement and the mutual written consent of **CITY** and **CONTRACTOR**.

C. Use of Proceeds - All funds realized by the event are to be retained by the **CONTRACTOR** to satisfy any current or future fiscal obligations relative to the production of each year's event and future events.

D. At such time and in such form as the **CITY** may require, **CONTRACTOR** agrees to furnish to **CITY** such statements, records, reports, data and information, as **CITY** may request pertaining to matters covered by this Agreement. At any time and as often as **CITY** deems necessary, there shall be made available to **CITY** for examination and audit all of its records with respect to all matters covered by this contract. **CONTRACTOR** will also provide the **CITY** with a copy of its annual audit within thirty (30) days of the receipt of the audit report.

E. **CONTRACTOR** agrees that if alcoholic beverages are sold by **CONTRACTOR** during the tournament, **CONTRACTOR** agrees to secure all required licenses and permits as required by local or state law and to restrict the sell of these alcoholic beverages to low alcohol content beer. **CONTRACTOR** further agrees that sales of alcoholic beverages shall conclude no later than 12:00a.m. on each day of the event.

#### V. MISCELLANEOUS PROVISIONS

A. **The CONTRACTOR** shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the **CITY**.

B. The **CONTRACTOR** shall maintain financial records pertaining to all matters relative to this contract in accordance with generally accepted accounting principles and procedures. The **CONTRACTOR** shall retain all of its records and supporting documentation applicable to this contract with the City for a period of three (3) years, except as follows:

1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.

2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of the City. In the event the **CONTRACTOR** goes out of existence, it shall turn over to the City all of its records relating to this contract to be retained by the City for the required period.

### C. **RIGHT TO AUDIT**

1. **CONTRACTOR** agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three (3) years, except that records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

2. **CONTRACTOR** agrees to permit **CITY** or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information that the **CITY** desires concerning **CONTRACTOR'S** operation hereunder. The **CITY** shall provide written notice prior to the execution of the provision. If the **CONTRACTOR** or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, **CONTRACTOR** agrees to deliver the records or have the records delivered to the **CITY'S** designated representative at an address designated by the **CITY** within the City of Shreveport. If the **CITY'S** designated representative finds that the records delivered by **CONTRACTOR** are incomplete, **CONTRACTOR** agrees to pay the **CITY'S** representative's costs to travel to **CONTRACTOR'S** office to audit or retrieve the complete records.

D. The **CONTRACTOR** shall obtain and maintain at his/her expense all required licenses and permits, and shall observe and comply with all federal, state, and local laws and ordinances, rules and regulations. If applicable, **CONTRACTOR** agrees and obligates themselves to provide the **CITY** with evidence of a current occupational license prior to the execution of this agreement. If at any time during the term of this Agreement the **CONTRACTOR** suffers the removal of any license, permit, tax stamp, or like item due to default under the terms of such license, permit, tax stamp, or like item the **CITY** shall have the right to terminate this Agreement immediately without recourse by the **CONTRACTOR**.

E. Each party shall at all times keep the property of the other free of liens, attachment, encumbrances or claims.

F. The **CONTRACTOR** agrees that if any execution or legal process be levied upon its interest in this Agreement, or if any valid liens or privileges be filed against its interest, or if any petition in bankruptcy be filed against it, or if it is adjudicated bankrupt in involuntary proceedings, the **CITY** shall have the right at its option to immediately cancel and terminate this Agreement.

G. It is expressly understood that failure or delay on the part of either party hereto in the performance, in whole or part, of the terms of this Agreement, if such failure is attributable to acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.

H. The parties hereto stipulate that the venue of any possible litigation arising under this Agreement shall be in the First Judicial Caddo District Court, Caddo Parish, and Louisiana.

I. The **CONTRACTOR** undertakes, agrees and does hereby indemnify, defend and hold **CITY**, its officers, agents and employees harmless against any and all claims, demands, suits, damages and expenses (including reasonable attorney's fees for the defense thereof) arising from personal injuries or death to any person arising out of **CONTRACTOR's** performance of this Agreement. Notwithstanding the foregoing, **CONTRACTOR** does not, by this indemnification and hold harmless clause, indemnify or hold **CITY** harmless against damages, personal injury or death occasioned to any person as a result of (i) the negligence, misconduct, act or omission of **CITY**, its agents or employees, or (ii) the breach of any provision of the Agreement or acts or occurrences outside the scope of **CONTRACTOR's** authority under this Agreement by **CITY**, its agents or employees.

J. Nothing hereinabove or elsewhere in this Agreement shall in any manner make the **CONTRACTOR** an employee of the **CITY** nor create a partnership between the **CONTRACTOR** and the **CITY**.

K. In all hiring or employment made possible by or resulting from this Agreement there; 1) will not be any discrimination against any employee or applicant because of race, color, religion, sex, national origin, handicap, age, or veteran status, and 2) where applicable, affirmative action will be taken to ensure that the **CONTRACTOR's** employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age or veteran status. This Agreement shall apply but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regarding the race, color, religion, sex, or national origin, handicap or veteran status.

L. The **CONTRACTOR** herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana and as such it is expressly agreed and understood between the parties hereto, that in entering into this Agreement, that City shall not be liable to the **CONTRACTOR** for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further under the provisions of R.S. 23:1034, anyone employed by the **CONTRACTOR** shall not be considered an employee of the City for purposes of Workmen's Compensation Coverage.

M. The **CONTRACTOR** herein expressly declares and acknowledges that it is an independent contractor, and as such it is expressly declared and understood between the parties hereto that: a) the **CONTRACTOR** has been and will be free from any control of direction by the City, over the performance of services covered by this Agreement; b) the service(s) to be rendered by the **CONTRACTOR** are outside the normal scope of the City's usual business; and c) neither the **CONTRACTOR** nor anyone employed by the **CONTRACTOR** shall be considered an employee of City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. Notice - Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to CITY or CONTRACTOR, as the case may be, at the address for such party as provided below or at such changed address as may be subsequently submitted by written notice of either party:

If to **CITY**: City of Shreveport  
Department of Public Assembly and Recreation  
505 Travis Street, Suite 550  
Shreveport, Louisiana 71101  
Attn: Director

If to **CONTRACTOR**: Southern Hills Homeowners Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

O. It is expressly agreed and understood between the parties hereto that the **CONTRACTOR** nor any of its agents shall receive any sick or annual leave from City.

P. 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.

Q. 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.

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

S. This Agreement shall be reasonable construed and substantial compliance with its terms, conditions and obligations are 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.

T. 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 WHEREOF, the parties hereto have executed this Agreement in six (6) counterparts on the day and date first above written.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

CITY OF SHREVEPORT

BY: \_\_\_\_\_

Ollie S. Tyler, Mayor

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

Southern Hills Homeowners Association

BY: \_\_\_\_\_