

**FACT SHEET****CITY OF SHREVEPORT, LOUISIANA****TITLE**

A Resolution authorizing the Mayor to enter into a cooperative endeavor agreement with NOCCI, Inc. relative to the 2021 Bayou Classic Football Game and to otherwise provide with respect thereto.

**DATE**

March 17, 2021

**ORIGINATING DEPARTMENT**

SPAR

**COUNCIL DISTRICT**

"G"

**SPONSOR****PURPOSE**

To execute a *Cooperative Endeavor Agreement*.

**BACKGROUND INFORMATION**, Due to the COVID-19 pandemic, the Southwest Athletic Conference postponed their fall football season to this spring. In addition, the venue where the Bayou Classic is played is undergoing renovations this spring and was not available for this event. The City of Shreveport was contacted about playing the Spring Bayou Classic in Shreveport.

The game will be played on Saturday, April 17, 2021 at Independence Stadium. A number of special events will be held in conjunction with the game. This football game and the related activities will bring thousands of visitors to our community and create an economic value to our community. It will also add cultural and recreational activities for our citizens which serve a public purpose and render a public service.

This Resolution will authorize the Mayor to enter into an agreement with NOCCI, Inc. who serves as the manager and director of operations for the Bayou Classic for the Universities.

**TIMETABLE**

Introduction:      March 17, 2021  
Final Passage:      March 31, 2021

**ATTACHMENTS**

Exhibit "A"      *Cooperative Endeavor Agreement*

**SPECIAL PROCEDURAL REQUIREMENTS****FINANCES****SOURCE OF FUNDS****ALTERNATIVES**

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

**RECOMMENDATION**

It is recommended that the City Council adopt the resolution.

**FACT SHEET PREPARED BY:**

Shelly Ragle  
SPAR Director

**RESOLUTION NO. \_\_\_\_\_ OF 2021**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NOCCI, INC. RELATIVE TO THE 2021 BAYOU CLASSIC FOOTBALL GAME AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY COUNCILMEMBER:**

**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 of Shreveport (“City”) is the owner of Independence Stadium (Stadium) located at 3301 Pershing Blvd., Shreveport, LA 71109; and

**WHEREAS**, NOCCI, Inc. intends to produce and manage the “2021 Spring Bayou Classic” football game at Independence Stadium; and

**WHEREAS** the game will be played on April 17, 2021; and

**WHEREAS**, a number of special events will also be held in conjunction with the game, many of which will open to the general public; and

**WHEREAS**, the game will also serve to advance the City’s objective to support events that have a significant economic impact; 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 “Spring Bayou Classic” football game and its related activities and events serve such a public purpose.

**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 hereby authorized to execute a cooperative endeavor agreement with NOCCI, Inc. relative to the “Spring Bayou Classic” football game, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution 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, and to this end, the provisions of this resolution are hereby declared severable.

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

**THUS DONE AND RESOLVED** by the City Council of the City of Shreveport, Louisiana.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

# COOPERATIVE ENDEAVOR AGREEMENT

## BY AND BETWEEN

### THE CITY OF SHREVEPORT AND SOUTHERN UNIVERSITY SYSTEM FOUNDATION

This Cooperative Endeavor Agreement (hereinafter "Agreement"), made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **CITY OF SHREVEPORT** (hereinafter "City"), represented herein by Adrian D. Perkins, Mayor, duly authorized to act herein; **SOUTHERN UNIVERSITY SYSTEM FOUNDATION, INC.**, a Louisiana Corporation officially domiciled in the State of Louisiana, herein represented by Alfred Harrell, III, CEO, duly authorized to act herein as evidenced by the Resolution of the Board of Directors attached hereto and made a part hereof; and, **GRAMBLING UNIVERSITY FOUNDATION, INC.**, a Louisiana Corporation officially domiciled in the State of Louisiana, herein represented by Martin Lemelle, Jr., Executive Vice-President, duly authorized to act herein as evidenced by the Resolution of the Board of Directors attached hereto and made a part hereof (hereinafter "Foundations").

### WITNESSETH

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for 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 desires to cooperate with the Foundations in the manner as hereinafter provided; and

**WHEREAS**, each year, Southern University A&M College and Grambling State University participate in an annual football game called the Bayou Classic; and

**WHEREAS**, the Foundations, through its representative, New Orleans Convention Company, Inc. (hereafter "NOCCI") will produce and manage the "2021 Spring Bayou Classic" Football Game held in the City of Shreveport on April 17, 2021; 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 "2021 Spring Bayou Classic" and its related activities and events serve such a public purpose; and

**WHEREAS**, the City desires to provide services that will aid the Foundations in the production of the Spring Bayou Classic; and

**WHEREAS**, the services to be rendered by the City and the Foundations under the terms of this Agreement have been approved by the Shreveport City Council by Resolution Number \_\_\_\_\_ of 2021, copy of which is attached hereto.

**NOW, THEREFORE,** the City and the Foundations under the conditions herein set forth do agree for the mutual covenants and consideration set forth herein as follows:

**I. THE FOUNDATION HEREBY AGREES TO THE FOLLOWING:**

- A. To produce a football game referred to as the “2021 Spring Bayou Classic, along with associated activities and events.
- B. Staff all game activities and events with NOCCI staff members, contractors, and/or community volunteers.
- C. Provide the following services, equipment, material, and personnel at its sole cost and expense:
  1. Game Officials, including, but not limited to, replay staff, game clock operators, Chain Crew and Ball Boys;
  2. Instant Replay Equipment
  3. Tickets
  4. Ticket Sellers
  5. Press Box, Sideline, and all other Stadium Passes
  6. P.A. Announcer
  7. Game day Police services, any escorts, and all other security needs or requirements
  8. Emergency Medical Services personnel as needed or required
  9. Rental of tables, chairs, tents, linens, and other equipment needed to facilitate the game, sponsors, press levels, or VIP areas.
  10. Box Office Operations
  11. Caterers, food service, beverage service for VIP areas, Press, Officials, Media, and all other needs.
  12. All other services, equipment, and personnel need for production of the game
  13. Equipment, material, or personnel not enumerated in any other paragraph of this Agreement.
- D. Management of the press box, control of tickets, and passes for entry into the press box, refreshments, and communications equipment not normally provided in or installed on the premises shall be the responsibility of the Foundations and provided by the Foundations at its sole cost and expense.
- E. Club level tickets shall be handled by the Foundations. In consideration of the City of Shreveport’s sponsorship of the game and stadium related activities, the Foundations shall provide to the Mayor’s Office no less than forty-five (45) passes to access the City of Shreveport Suite and two additional suites located in the South End Zone Club Level, thirty-eight (38) South End Zone/Club Level passes, and two hundred (200) stadium tickets. In the event of an increase in the maximum capacity guidelines set forth by Governor John Bel Edwards and the State Fire Marshall, the number of passes and tickets shall be increased to a number mutually agreed upon by the Parties. All receipts from Club Level ticket sales, with the exception of the City of Shreveport Suite tickets, shall accrue to the

Foundations. Revenues from the Lease of the Suites shall be reserved solely to the City. It is also agreed that all food services for patrons of the club level and suites, with the exception of concession services which shall be retained by the City, shall be the responsibility of the Foundations.

- F. The Foundations acknowledges, understands, and agrees that all rights to the sale of food and beverages, including alcoholic beverages, are reserved to the City and the City shall retain all income from such sales pursuant to any contract or agreement the City may have with concessions operators relative to same.
- G. The Foundations 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.
- H. Game activities may be funded by grants, donations, ticket sales, television revenues, or other fundraising events and efforts. All funds realized by the Foundations from the production of the Game shall be retained by the Foundations to satisfy any current or future fiscal obligations.
- I. The Foundations shall provide the City with two (2) thirty (30) second in-stadium commercial advertising spot, one per half at no cost to the City. Additionally, the Foundations shall provide the City with one (1) thirty (30) second commercial advertising spot during the on-air cable NBCSN broadcast during the 48<sup>th</sup> Annual Bayou Classic on November 27, 2021, one per half at no cost to the City. All cost associated with television production shall be at the sole responsibility of the Foundations.

## **II. THE CITY HEREBY AGREES TO THE FOLLOWING:**

- A. To provide technical assistance in the planning of the Game upon the request of the Foundations.
- B. To provide site plan clearance by City departments.
- C. To provide personnel and resources to assist the Foundations in the production of the Game. The number of employees and the type of resources provided shall be determined by the appropriate department head or designee. This personnel and resources shall include, but is not limited to, the following:
  - 1) Elevator Operators
  - 2) Game Day Ticket Takers
  - 3) Walk-through Field Staff
  - 4) Game-day Field Staff
  - 5) Game Day Golf Carts
  - 6) Stadium Rental

- 7) Club Level Rental
- 8) Gate Security for entry points including metal detection/bag search personnel (paid directly to contractor)
- 9) Janitorial Services
- 10) CSC Productions
- 11) Operational Services which include but are not limited to: internet, phone access, IT standby staff, elevator standby staff, maintenance staff, stadium management staff, gate supervisors, and other operational services.
- 12) Two (2) Club level Suites to the Foundations to be used as the Foundations deems necessary

D. To take reasonable measures to maintain a clean, healthful environment for the operation of the activities through the provision of sanitation.

### **III. ACKNOWLEDGMENT OF EXCLUSION OF WORKMEN'S COMPENSATION COVERAGE**

The Foundations herein expressly agree and acknowledge that it is an independent contractor as defined in R.S. 23:1021(5) and as such it is expressly agreed and understood between the parties hereunto, into this Agreement that the City shall not be liable to the Foundations for any medical benefits, indemnity, or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provision of R.S. 23:1034 anyone employed by the Foundations shall not be considered an employee of the City for the purposes of Workmen's Compensation Coverage.

### **IV. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

The Foundations have been independently engaged in performing the service(s) listed herein prior to the date of this Agreement consequently, neither the Foundations nor anyone employed by the Foundations shall be considered an employee of the CITY for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

### **V. WAIVER OF SICK LEAVE AND ANNUAL LEAVE BENEFIT**

It is expressly agreed and understood between the parties entering into this Agreement that the Foundations are acting as independent contractors and its personnel shall not receive any sick and annual leave benefits from City.

### **VI. INDEMNIFICATION AND HOLD HARMLESS**

The Foundations agree to indemnify, defend, and hold harmless the City, its officers, and employees from any and all claims, demands, damages, suits, judgments, and expenses of any kind for loss of life, personal injury, or property damage on or about any of the premises and adjacent sidewalks, parking areas, and other grounds used hereunder, or arising out of or in connection with the use of said premises, the performance of this Agreement or any activities connected therewith except for such 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 the City or its employees.

**VII. INSURANCE**

The Foundations shall maintain public liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) protecting the Foundations, NOCCI, Southern and Grambling Universities, and the City, their officers, agents, and employees from claims, suits, judgments, causes of action, and other matters arising out of the holding of the Game and related activities. The Foundations shall furnish to the City a certificate of insurance evidencing such coverage before this Agreement is executed, and naming the City and NOCCI as additional named insureds.

**VIII. SUBROGATION**

The City nor the Foundations shall not be liable to each other or each other's insurance carrier for loss of damage to their respective properties which is covered and paid for by their respective insurance cause by fire, lightning, or perils which are insured under the Extended Coverage Endorsement including vandalism, malicious mischief whether or not such loss or damage occurs as a result of the negligence of either party, their officers, agents employees, or persons, or invitees on the premises. This waiver of subrogation agreement shall apply as long as such is permitted by the terms of their respective policies.

**IX. FINANCIAL RECORDS**

The Foundations shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. The Foundation shall retain all of its records and support documentation applicable to this Agreement for a period of three years except as follows:

- A. Records that are subject to audit findings shall be retained for three years after such findings have been resolved.
- B. All such records and supporting documentation shall be made readily available, upon request for inspection or audit by a representative of the City. In the event that the Foundation 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.

**X. INSPECTION OF RECORDS**

The Foundations agree to permit the City or its designated representative to inspect all records pertaining to this Agreement as well as other records that may be required by relevant directives or funding sources of the City. The Foundations and the City further agree that this inspection may be made upon reasonable notice by the City to the Foundations and then only during normal business hours of the Foundations.

**XI. AUDIT AND INSPECTION**

The Foundations agree to permit the 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 the Foundations' operation hereunder. The City shall provide written notice prior to the execution of the provision. If the Foundations or its records and books are not located within Caddo or Bossier Parish, in the event of an



audit, the Foundations agree 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 the Foundations are incomplete, the Foundations agree to pay the City's representative's costs to travel to the Foundation's offices to audit or retrieve the complete records. The Foundations also agree to provide the City with a copy of its annual outside audit.

**XII. REPORTS**

At such time and in such forms as the City may require there shall be furnished to the City such reasonable statements, records, data, and information, as the City may request pertaining to matters covered by this Agreement.

**XIII. VENUE**

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

**XIV. 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.

**XV. DAMAGE PAYMENT**

The Foundations 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 invitees, or its employees to any city-owned property.

**XVI. ASSIGNABILITY**

The Foundations shall not assign this Agreement, in whole or part without prior written consent of the CITY.

**XVII. TERM**

- A. This Agreement shall become effective upon execution by the City and the Foundations, and shall terminate on June 30, 2021.
- B. 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 thirty (30) days written notice to the other party stating its intention to terminate the Agreement and specifying the date such termination shall become effective.
- C. The City reserves the right at all times to terminate this Agreement in the event sufficient funds are not appropriated by the City Council of the City of Shreveport in any fiscal year in which this Agreement is in effect which would permit the City to perform its obligations hereunder and/or if City labor and resources are insufficient to perform any service contracted for herein.

**XVIII. PARTIAL TERMINATION PROVISION**

In the event this Agreement is terminated under sub-section B or C of Section XVIII of this Agreement, the City agrees to provide the Foundations with written notice of such occurrence and of its intention to terminate its financial and/or in-kind support to the Foundations.

**XIX. BREACH OF CONTRACT**

A. Violation by either party of any covenant, agreement, or condition herein shall be cause for immediate termination of this Agreement by the other party. Either party may, after giving reasonable 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:

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

B. It is expressly understood that failure or delay on the part of either party hereto in the performance, in whole or in part, of the terms of this agreement, where such failure is attributable to Acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, rationing, war, whether declared or undeclared, or other limitations or restrictions, and for other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.

THUS DONE AND SINGED in triplicated counterparts, on this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES:

CITY OF SHREVEPORT

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

BY: \_\_\_\_\_  
Adrian D. Perkins, Mayor

WITNESSES:

SOUTHERN UNIVERSITY SYSTEM FOUNDATION, Inc.

\_\_\_\_\_

BY:

\_\_\_\_\_  
Alfred E. Harrell, III, CEO

\_\_\_\_\_

WITNESSES:

GRAMBLING UNIVERSITY FOUNDATION, Inc.

\_\_\_\_\_

BY:

\_\_\_\_\_  
Martin Lemelle, Jr., Executive Vice-President

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