

FACT SHEET

Title A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH SHREVEPORT SYMPHONY ORCHESTRA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	Date August 3, 2022	Originating Department SPAR
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Purpose

To authorize the Mayor to enter into a cooperative endeavor agreement with Shreveport Symphony Orchestra for use of Riverview Theater during the 2022 – 2025 performance seasons.

Background Information

Founded in 1948, the Shreveport Symphony Orchestra is Louisiana's oldest continually operation professional orchestra. SSO was founded by local citizens interested in bringing the experience of a professional orchestra to Shreveport.

Riverview Theater (formerly Civic Theater) has been home to SSO since the mid 1960's. SSO provides education outreach through the following:

- In School Ensembles where first and second graders are visited by small groups of SSO musicians. These mini performances last about 40 minutes and are designed to educate, entertain and involve the students. Local students are exposed to the basics of symphony performance in their own schools.
- Civic Youth Concerts where local fifth grade students are invited to the Riverview Theater for a full scale SSO performance. The theme is pre-determined and sent to the schools ahead of time along with personal work books for each student to enhance the learning experience of each student.
- Discovery Concerts presented to thousands of elementary students.

Shreveport Symphony Orchestra is a non-profit 501 (c) (3) organization and is supported by private and corporate donations, fundraisers and grants.

Timetable

Introduction:	August 23, 2022
Final Passage:	September 13, 2022

Special Procedural Requirements

None

Finances

Rental of building rates for performance \$425 per performance day, approx. 10 per season, plus rehearsal days as agreed upon per performance.

Discussion

None

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.

FACT SHEET PREPARED BY:	Shelly Ragle, Director, SPAR
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RESOLUTION NO. 114 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH SHREVEPORT SYMPHONY ORCHESTRA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Shreveport Symphony Orchestra (“Symphony”) was founded in 1948 and today is the state’s oldest continuously performing orchestra; and

WHEREAS, the Symphony provides education outreach by giving educational and entertaining ensemble performances at local Caddo parish schools for first and second graders; and

WHEREAS, the Symphony commits to an extensive education program, free to every child in grades 3-5; and

WHEREAS, the Symphony annually provides free concerts and activities for citizens of the City of Shreveport; and

WHEREAS, the concerts and events sponsored by the Symphony provide a cultural benefit to citizens of the City of Shreveport; and

WHEREAS, the City of Shreveport (“City”) desires to participate with the Symphony in the production of the 2022-2025 Symphony Seasons, which is a public purpose:

BE IT RESOLVED by the City Council of Shreveport in due, regular and legal session convened that Adrian Perkins, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport and Shreveport Symphony Orchestra substantially in the form filed in the office of the Clerk of Council; 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 ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
SHREVEPORT SYMPHONY ORCHESTRA**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____ day of _____, 2022 by and between the City of Shreveport (“City”), a duly incorporated municipal corporation in the State of Louisiana, represented by Adrian Perkins, Mayor, duly authorized to act herein, and Shreveport Symphony Orchestra represented herein by _____, duly authorized to act on behalf of the Shreveport Symphony Orchestra hereinafter referred to as “Symphony”. This agreement is to serve the public for the purposes hereinafter declared:

IN CONSIDERATION of the covenants and agreements contained herein, the parties mutually agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which the City will support the Symphony by providing use of Riverview Theater for the 2022 – 2025 seasons.

2. TERM

The term of this Agreement shall be in effect from the date of execution through the 31st day of December 2025 or sooner at the mutual written consent of the parties herein.

3. RESPONSIBILITIES OF BOTH PARTIES

3.1 City agrees to support the 2022 – 2025 Symphony seasons by providing use of the Riverview Theater for concerts when such use does not conflict with previously scheduled and confirmed events in the facilities as mutually agreed upon by both parties.

3.2 In consideration for City’s support, Symphony agrees to provide concerts and events that are open to the general public at no charge. The number, dates and times of concerts and events shall be mutually determined in writing by the parties

3.3 Notwithstanding the provisions of paragraph 3.2 above, Symphony retains the right to charge a reasonable admission fee for other concerts and events held in the public facilities.

3.4 Symphony shall provide at its own cost and expense, any and all services, equipment and personnel required in the production of all concerts and other events held in the public facilities pursuant to this Agreement, except for such services and equipment normally provided by City to all users of the public facilities. City staffing costs will be assessed per performance schedule.

3.5 Symphony shall name City as a Sponsor of its 2022-2025 seasons and, where practical, shall designate City as such in all advertising and promotional material. City shall receive the same benefit as any other sponsor at this support level.

4. INSURANCE

4.1 Symphony 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 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.

4.2 All coverages 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 and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

4.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Symphony 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.

4.4 Symphony 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.

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

4.6 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 Symphony.

5. INDEMNITY AND HOLD HARMLESS

5.1 Symphony 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 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 Symphony, arising out of or in connection with its use of the premises for the purpose stated therein.

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.

In the event this Agreement is terminated for cause, Symphony shall continue to have the right to use of the public facilities upon payment of a rental fee.

7. MISCELLANEOUS PROVISIONS

7.1 It is understood that the premises provided herein for use by Symphony are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Symphony, 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 Caddo Parish, Louisiana.

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

City: City of Shreveport
Director of Public Assembly and Recreation
505 Travis Street, Suite 550
Shreveport, La. 71101

Symphony: Shreveport Symphony Orchestra
616 Jordan Street
Shreveport, La. 71101

P.O. Box 205
Shreveport, La. 71162-0205

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

7.4 Nothing contained herein or elsewhere in this agreement shall in any manner be deemed to create a partnership relationship between City and Symphony.

7.5 Symphony 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 Symphony 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 Symphony not be considered an employee of City for purposes of Worker's Compensation.

7.6 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.

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

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

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

c. Symphony agrees to permit any duly authorized representative of the City to audit the records and books pertaining to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Symphony operation hereunder. City shall provide written notice prior to the execution of this provision. If the Symphony or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Symphony 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 the

Symphony are incomplete, Symphony agrees to pay the City representative's cost to travel to Symphony office to audit or retrieve the complete records.

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 term 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 THEROF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____ day of _____, 2022.

Signatures on the following page

WITNESSES:

CITY OF SHREVEPORT:

BY: _____

Adrian Perkins, Mayor

WITNESSES:

SHREVEPORT SYMPHONY ORCHESTRA

BY: _____

Shreveport Symphony Orchestra
P.O. Box 205

Shreveport, La. 71162-0205
(318) 227-7496