

FACT SHEET

<u>Title</u>	<u>Date</u>	<u>Originating Department</u>
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE SHREVEPORT OPERA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	August 12, 2022	SPAR

Purpose

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

Background Information

Shreveport Opera was founded in 1949 and is one of the oldest Opera companies in the country. Almost all of the traditional operatic repertoire has been presented over its sixty-year history. Riverview Theater (formerly Civic Theater) has been home to the Shreveport Opera since the mid 1960's.

In 2001 Shreveport Opera created the Opera Xpress or SOX which is an educational and outreach component of the Opera that brings the opera experience into area schools, hospitals and retirement centers to educate and entertain. In addition SOX performs free at ArtBreak each year.

According to the Opera they perform for an estimated 50,000 people each year. They currently produce three main operas or musical works at Riverview Theater.

Shreveport Opera is a 501(c) (3) is a non-profit 501(c) (3) organization and 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. 2 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.
-

Conclusion

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY:

Shelly Ragle,
Director, SPAR

RESOLUTION NO. 115 of 2022

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

BY:

WHEREAS, the Shreveport Opera (“Opera”) was founded in 1949 and is one of the oldest Opera companies in the country; and

WHEREAS, the Opera annually performs for an estimated 50,000 people; and

WHEREAS, the Opera has an education and outreach component called Shreveport Opera Xpress (SOX) that brings the opera experience into area schools, hospitals and retirement centers; and

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

WHEREAS, the City of Shreveport (“City”) desires to participate with the Opera in the production of the 2022-2025 Opera 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 Opera 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
THE SHREVEPORT OPERA**

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 the Shreveport Opera represented herein by Steve Aiken, General & Artistic Director, duly authorized to act on behalf of the Shreveport Opera hereinafter referred to as “Opera”. 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 Opera by providing use of the 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 Opera seasons by providing use of the Riverview Theater for concerts when such use does not conflict with previously scheduled and confirmed events in the facility as mutually agreed upon by both parties.

3.2 In consideration for City Co-sponsorship, Opera agrees to provide concerts and events that are open to the general public at no charge. The number, dates and times of such concerts and events shall be mutually determined in writing by the parties

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

3.4 Opera 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, equipment and personnel normally provided by City to all users of the public facilities. City Staffing costs will be assessed per performance schedule.

3.5 Opera 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 Opera 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 Opera 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 Opera 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 Opera prompt notice in writing if the institution of any suit or proceeding and permit Opera to defend same, and will give all needed information, assistance, and authority to enable Opera to do so. Opera 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. Opera shall immediately provide City with copies of all pertinent papers received by Opera 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 Opera.

5. INDEMNITY AND HOLD HARMLESS

5.1 Opera 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 Opera, arising out of or in connection within 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, Opera 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 Opera are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Opera, 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 Opera at the address shown below:

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

To Opera: Shreveport Opera
212 Texas Street Suite 101
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.

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

7.5 Opera 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 Opera 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 Opera 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 Opera shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. Opera 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 Opera 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. Opera 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 therefrom any information that the City desires concerning the Opera's operation hereunder. City shall provide written notice prior to the execution of this provision. If the Opera or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Opera 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 Opera are incomplete, Opera agrees to pay the City representative's cost to travel to Opera's 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.

Signature on the following page

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

WITNESSES:

CITY OF SHREVEPORT:

BY: _____
Adrian Perkins, Mayor

WITNESSES:

SHREVEPORT OPERA

BY: _____
Shreveport Opera
6969 Fern Loop, Suite 206
Shreveport, La. 71105
(318) 227-9503