

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF SHREVEPORT

AND

THE AFRICAN AMERICAN CELEBRATION CORPORATION

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Shreveport, Louisiana, herein represented by its Mayor, Tom Arceneaux, who is duly authorized to act herein, and hereinafter referred to as the **CITY**, and the African American Celebration Corporation, a duly organized non-profit organization herein represented by State representative Barbara Norton, who is duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

WITNESSETH

WHEREAS, **CITY** desires to promote educational and leisure activities which serve to benefit the entire community; and

WHEREAS, **CITY** desires to participate with **CONTRACTOR** in the sponsorship of the Annual African American History Parade, to be held in 2025, 2026, and 2027, and

WHEREAS, the Annual African American History Parades will be held in downtown Shreveport; and

WHEREAS, the Annual African American History Parades will provide an opportunity for citizens of the City of Shreveport and surrounding areas to participate in activities that promote the outstanding accomplishment and contributions of African Americans; and

WHEREAS, the event is expected to attract visitors from the surrounding community; and

WHEREAS, persons residing in and around Shreveport are the primary beneficiaries of the efforts made by this organization; and

WHEREAS, the programs and efforts of this organization provide a benefit to the public and serve a public purpose; and

WHEREAS, **CITY** will serve as co-sponsor of the Annual African American History Parades.

NOW, THEREFORE, the **CITY** and the **CONTRACTOR** under the terms and conditions herein set forth agree as follows:

I. The CONTRACTOR agrees to

- A. Produce and pay for the Annual African American History Parade to be held in 2025, 2026, and 2027. The 2025 parade will be held on February 1, 2025, in downtown Shreveport with dates for the 2026 and 2027 parades to be mutually agreed upon by the parties.
- B. Provide all personnel, staff, and services required to produce said events, with the exception of those listed in section III.
- C. Provide a list of parade participants (floats, marching groups, and vehicles), the order in which they will proceed, and names of all individuals operating a motorized vehicle in the parade to the Shreveport Police Department no later than fifteen (15) days prior the parade.
- D. Conduct the parade in accordance with the rules and regulations outlined herein.
- E. Comply with the provisions of Shreveport City Code of Ordinances Chapter 78 Sections 111 through 119.
- F. **CONTRACTOR** shall be responsible for the actions of all parade participants whether members of African American Celebration Corporation.
- G. Schedule all activities, programs, and services for said events.
- H. Name the **CITY** as co-sponsor of the said events, including, where practical, mentioned in printed material and media releases.
- I. 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.

II. The CITY agrees to:

- A. Provide payment for police services in relation to the parade event.
- B. Provide payment for Emergency Medical Services in relation to the parade event.
- C. Provide the assistance from the Public Works Department for street closures.
- D. Provide trash clean-up crews and trash barrels through its Public Works Department and its Public Assembly and Recreation Department.
- E. Provide city-owned equipment, such as stages, public address systems, electrical materials and other such equipment in connection with the parade and related activities. The use of this equipment is subject to availability.
- F. Validate Driver's License and conduct pre- and mid-point and end of parade sobriety testing (Breathalyzer) for all individuals operating a motorized vehicle in the parade.
- G. 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 of the respective departments or their designees.

III. PARADE RULES AND REGULATIONS

- A. The 2025 parade shall be held on February 1, 2025, with dates for the 2026 and 2027 parades to be mutually agreed upon by the parties.

- B. The parade route shall be established and agreed upon by the parties 30 days prior to the parade date.
- C. There is zero tolerance for alcohol use by any individual operating a motorized vehicle in the parade. Prior to and at the midpoint of the parade any individual operating a motorized vehicle in the parade shall submit to an alcohol Breathalyzer test. If alcohol is detected, the individual will not be allowed to operate a motorized vehicle in the parade or will be removed if the parade has begun.
- D. The parade shall commence at 11:00 p.m. Central Standard Time and end no later than 4:00 p.m. The parade begins when the lead and subsequent floats move onto and continue along the parade route and ends when the last participant reaches the intersection of Common Street and Texas Street.
- E. Each float shall have a walking escort or be equipped with skirting that extends from the bottom of the float to the road surface. Floats observed without a walking escort or skirting shall be removed from the parade.
- F. Each float shall maintain radio communication with the parade and CITY leadership.
- G. Floats shall maintain no more than one hundred (100) feet between the rear of the leading unit and the front of the following unit.
- H. **CONTRACTOR** shall notify the City of the cancellation of any parade due to inclement weather no later than 9:00 a.m. Central Standard Time on the day of the parade in which case, the parade shall be re-scheduled. **CONTRACTOR** shall be responsible for the payment of all costs, fees, expenses, and charges due to or resulting from its failure to timely notify **CITY** of the cancellation of the parade due to inclement weather. The date, time and route of the re-scheduled parade shall be determined by mutual agreement of the parties.
- I. A \$375.00 fine shall be imposed for each violation of parade rules and regulations by **CONTRACTOR**.

III. EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by or resulting from this contract there (1) will not be any discrimination against any employee or applicant for employment 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 race, color, religion, sex, national origin, handicap, age, or veteran status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising lay-off or termination, rates of pay or other forms or 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 regard to race, color, religion, sex, national origin, handicap, age or veteran status.

VII. ASSIGNABILITY

The **CONTRACTOR** shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City of Shreveport.

VIII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the City of Shreveport against any and all claims, demands, suits, judgements or sums of money to any party accruing against the City for loss of life, injury or damage to persons or property growing out of or resulting from, or by reason of any act and/or omission of the operation of the CONTRACTOR, its agents, servants, or employees while engaged in or in connection with the discharge of the performance of the services to be done or performed by the CONTRACTOR hereunder, and shall also hold the City harmless from any and all claims and/or liens for labor, services or materials furnished to the CONTRACTOR in connection with the performance of its obligation under this agreement. For the purposes of this agreement, it is expressly agreed by the parties hereto that City employees acting at the direction of City supervisors are excluded from the coverage of this section.

IX. ACKNOWLEDGMENT OF EXCLUSION OF WORKMEN'S COMPENSATION COVERAGE

CONTRACTOR 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 contract, the City of Shreveport shall not be liable to the CONTRACTOR 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 the CONTRACTOR shall not be considered an employee of the City for the purposes of worker's compensation coverage.

X. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

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. CONTRACTOR has been and will be free from any control or direction by the City over the performance of the services covered by this contract;
- B. The service(s) to be rendered by the CONTRACTOR is outside the normal scope of the City's usual business; and
- C. CONTRACTOR has been independently engaged in performing the service (s) listed herein prior to the date of this contract. Consequently, neither the CONTRACTOR nor anyone employed by the CONTRACTOR 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.

XI. INSURANCE REQUIREMENTS

A. The 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 coverages and limits of liability:

(i) Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. This policy should be endorsed to name the City of Shreveport as an additional insured. It is the intent of Shreveport 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 \$2 Million otherwise the **CONTRACTOR** must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.

(ii) The CGL policy referenced in (i) 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 any event. As an alternative, liquor liability coverage may be provided by a separate liquor liability policy, purchased in limits of liability as specified in subparagraph (i) above. This policy shall be endorsed to name the City of Shreveport as an additional insured.

(iii) Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy shall be endorsed to name the City of Shreveport as additional insured.

(iv) Workers' 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 an Other States Coverage Endorsement. When required by Shreveport, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage. The certificate of insurance required by section C, below, must have the following statement shown in the remark section: This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

(v) Inland Marine Coverage in an amount adequate to provide payment in the event of loss or damage to any and all exhibits and displays owned, loaned, leased or in any other circumstance the responsibility of SRAC by virtue of any reason.

(vi) Directors and Officers Liability Insurance Coverage in the amount of \$1,000,000 per occurrence of loss.

(vii) Fidelity Bonding: All persons employed by **CONTRACTOR** who will handle funds received or disbursed under this agreement shall be covered by Fidelity Bond in an appropriate amount.

- B. All coverage provided for in Subsection A 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 A- or better. Shreveport 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.
- C. Proof that such insurance coverage exists shall be furnished to Shreveport by means of a Certificate of Insurance form provided by Shreveport before any part of the service specified by this agreement commences. The said Certificate shall name the

City of Shreveport as an additional insured as indicated in subsection A and include a provision that in case of cancellation or any material change in the coverage stated above the City of Shreveport shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium. **CONTRACTOR** shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above and shall furnish Shreveport with copies of such Certificates of Insurance.

- D. **CONTRACTOR** and all its insurers shall, regarding the above stated insurance, waive all right of recovery or subrogation against the City of Shreveport, its officers, agents or employees and its insurance companies.
- E. **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 course of **CONTRACTOR'S** performance of this agreement. **CONTRACTOR** shall indemnify Shreveport for fines, penalties and corrective measures that result from the acts of commission or omission of **CONTRACTOR**, its subcontractor, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- F. Shreveport will give **CONTRACTOR** prompt notice in writing of the institution of any suit or proceeding and permit **CONTRACTOR** to defend the same, and will give all needed information, assistance, and authority to enable **CONTRACTOR** to do so. **CONTRACTOR** shall similarly give Shreveport immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of this agreement. **CONTRACTOR** shall furnish immediately to Shreveport copies of all pertinent papers received by **CONTRACTOR**.
- G. If any part of the services specified by this agreement are subcontracted, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to Shreveport, shall be furnished to Shreveport by **CONTRACTOR**.
- H. If the facility specified in this agreement is rented for any reason, similar insurance shall be provided by or on behalf of the party renting said facility to cover their operations, and evidence of such insurance, satisfactory to Shreveport, shall be furnished to Shreveport by **CONTRACTOR**.
- I. Shreveport shall have the right, periodically, to review the insurance coverage provided by **CONTRACTOR** to ensure that it continues to be written for adequate limits.

XII. GENERAL PROVISIONS

A. RIGHT TO AUDIT

1. **CONTRACTOR** agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract 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 contract 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 offices to audit or retrieve the complete records.

- B. The CONTRACTOR agrees that if any execution or legal process and levied upon its interest in this agreement, or if any valid liens or privileges be filed against its interest, or if a petition in bankruptcy be filed by it, or if it should breach this agreement in any respect, the CITY shall have the right at its option to immediately cancel and terminate this agreement.
- C. 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, if 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, or other unforeseen interference with personnel, sales, source of supplies, production, transportation, and delivery, and for other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.
- D. In the event either party defaults on any of its operational obligations hereunder, and such default continues unremedied for thirty (30) days after written notice of the particular default is received by the defaulting party, this agreement may be terminated, all matters, rights, and liabilities to be adjusted between the parties hereto as of such termination date, provided however, if remedial action is taken by the defaulting party within thirty (30) days, then the period to cure the default shall be extended for so long as necessary to remedy said default, provided the defaulting party continues such remedial action without lapse.
- E. This agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations is hereby intended, unless the context requires otherwise, or a literal compliance. Whenever approval or consent is herein required, the same shall not be reasonably or arbitrarily withheld.
- F. 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 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 thereof.
- G. This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.
- H. Nothing in this agreement shall in any manner be deemed to make the CONTRACTOR an employee of the CITY nor create a partnership between the CONTRACTOR and the CITY.

- I. If any provision or item of this agreement is held invalid, such invalidity shall not affect other provisions or items of this agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this agreement hereby declared severable.
- J. The parties hereto stipulate that the venue of any possible litigations arising under this agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.
- K. It is expressly agreed and understood between the parties hereto that the CONTRACTOR nor any of its agents shall receive any sick and annual leave from the CITY.
- L. The CONTRACTOR shall permit any duly authorized representative of the CITY to audit the records and books pertaining to its operations hereunder at any time during normal business hours and under reasonable circumstances and to copy from any information that the CITY desires concerning the CONTRACTOR'S operation hereunder. The CITY shall provide written notice prior to the execution of this provision.
- M. 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 a petition in bankruptcy be filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this agreement in any respect, the CITY shall have the right at its option to immediately cancel and terminate this agreement.

XI. DURATION OF AGREEMENT

The 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, 2027, unless sooner terminated as provided herein.

XII. 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**:

African American Celebration Corporation
3821 Marrow Street
Shreveport, LA 71108
Attn: Barbara Norton

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: _____
Tom Arceneaux, Mayor

WITNESSES

AFRICAN AMERICAN CELEBRATION
CORPORATION

BY: _____
Barbara Norton