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COOPERATIVE ENDEAVOR AGREEMENT

Between

CITY OF SHREVEPORT, LOUISIANA

and

SHREVEPORT REGIONAL ARTS COUNCIL

for

I-49 Beautification

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CADDO



COOPERATIVE ENDEAVOR AGREEMENT
Civic Appropriation

THIS Cooperative Endeavor Agreement ("AGREEMENT") is made and entered into as of this day _____ of _____ 2025, by and between the **City of Shreveport ("CITY")**, a duly incorporated municipal corporation in the State of Louisiana, and **The Shreveport Regional Arts Council, ("AGENCY")**, a duly organized Louisiana not-for-profit 501 (c)(3) corporation with its principal place of business in Shreveport, Louisiana.

1. RECITALS

- 1.1 The Louisiana Constitution of 1974, [Article VII, Section 14\(C\)](#), 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."
- 1.2 AGENCY is a not-for-profit corporation organized and functioning with its purpose to provide programs and services which benefit citizens of the City of Shreveport, Louisiana.

AGENCY'S Mission Statement is as follows:

"The mission of SRAC is developing, nurturing, promoting, engaging and educating the people of Northwest Louisiana about the Arts, maximizing access to the Arts. SRAC continues to serve as the official arts arm of the City of Shreveport and the State of Louisiana for Northwest Louisiana, operating by contract with both entities, working to support the Arts Community, sustain Community Based Arts Education, and create Innovative and Accessible Programming."

- 1.3 CITY finds it essential to the proper functioning of city government that it participate in AGENCY'S efforts to serve citizens of this CITY so that, in turn, these citizens may contribute to the ongoing success and prosperity of the CITY. This CEA serves a public purpose by providing beautification to areas surrounding public streets and highways.
- 1.4 Pursuant to Shreveport Code of Ordinances, Chapter 26, Article 3, [Sec. 26-53](#), the CITY may donate funds or property
“in support of artistic, cultural, civic, educational, charitable, or literary purposes to any organization authorized to receive tax deductible contributions [i.e. 501(c)(3) not-for-profit corporation]. Such public funds shall be donated only pursuant to a contract with the recipient organization [AGENCY]. The execution of such contract shall be subject to the approval of the City Council. Such contracts shall state the **public purposes served** or the **public services provided** in consideration for the expenditure of such funds.”
- 1.5 Special appropriations are made each year by the CITY and then allocated to certain not-for-profit organizations which serve an overriding public purpose.
- 1.6 STATE funds have been budgeted in the City of Shreveport 2025 Capital Budget for a project titled “District 3 Lighting and Beautification.”

2. OBLIGATIONS OF AGENCY

- 2.1 During the life of the project, AGENCY shall utilize all funds provided by CITY pursuant to this AGREEMENT to beautification to and near Interstate 49. It is expressly understood that Agency shall expend \$100,000 of these funds.
- 2.2 AGENCY shall, upon request, provide CITY'S Chief Administrative Officer ("CAO") with a report describing the activities of the organization conducted during the funding year with the funds provided by CITY pursuant to this AGREEMENT.

3. OBLIGATIONS OF THE CITY OF SHREVEPORT

- 3.1 In consideration of the covenants and agreements made herein by AGENCY, and except as otherwise provided in Section 6.1(D) of this AGREEMENT, CITY agrees to provide AGENCY the sum of:

ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)

from funds appropriated for this purpose by the City Council in the City of Shreveport 2025 Capital Budget.

- 3.2 These funds shall be payable as follows: Payments within thirty (30) days of receipt of invoice(s), no greater than a total sum of \$100,000.00.
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Agency shall submit invoices to the City for each payment.

4. DEFAULT

- 4.1 A default by either party in performance of any material covenant, agreement, obligation or condition herein, or breach of any warranty or representation herein, whether such default or breach be on the part of AGENCY or CITY, shall entitle the non-defaulting party, at its option, to terminate this AGREEMENT, after such party shall give written notice to the defaulting party of such intention to terminate, setting forth the grounds therefore, and the defaulting party does not remedy the default within thirty (30) days of receipt of written notice of the default. All notice required by this section of this Agreement shall be given in accordance with Section 5.2 of this AGREEMENT. At its option, and in lieu of any other rights and remedies contained herein, the non-defaulting party may correct such default and charge reasonable cost therefore to the defaulting party, which charge(s) shall constitute a legal and valid debt of the party so charged. In addition to the foregoing rights, each party shall have such other and further rights and remedies as are allowed by law, in equity or under this AGREEMENT including specific performance. In the event either party is in default in the performance of any term, covenant, agreement or condition contained in this AGREEMENT, the defaulting party shall reimburse the non-defaulting party for all cost and expenses, including, without limitation, court costs and reasonable attorney fees incurred by the non-defaulting party in the event of litigation with respect to such default.
- 4.2 Curing of Default - In the event that either party shall, within the applicable cure period set forth above, cure the default the nature of which is set forth in a notice issued pursuant to Section 4.1 herein, then the default shall be deemed cured; provided, further that, in the event that such default is for reasons beyond the control of either party or is not susceptible of being cured within the applicable notice period, the time for curing such default may be extended by the non-defaulting party for so long as shall reasonably be necessary for the defaulting party to cure such default.
- 4.3 Excusable Act of Default - Any prevention or delay which substantially interferes with either party's performance hereunder due to force majeure shall excuse performance by either party of its obligations under this AGREEMENT.
- 4.4 Termination
- (a) Procedure - Termination of this AGREEMENT on account of default by either party shall be by written notice, which notice shall be made in accordance with Section 5.2 of this AGREEMENT.
 - (b) Cessation of Rights - Upon termination of this AGREEMENT by either party due to the default of the other party, all rights, powers, privileges, and authority granted to the defaulting party under the AGREEMENT shall immediately cease. The defaulting party waives any and all claims it may have against the non-defaulting party, its elected or appointed officers and employees who are acting within the scope of their duty which claims may arise as a result of such termination.
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(c) Non-exclusive Remedy - The remedies provided to the parties herein upon termination shall not be exclusive, but instead shall be cumulative and shall not affect any other right or remedy available to either party.

4.5 Non-waiver of Default - The failure to take advantage of any default or breach of any term or condition of this AGREEMENT by either party shall not be implied nor construed to be a waiver thereof. Waiver of a particular breach or default shall not be considered continuing as to a subsequent breach or default of the same nature.

5. MISCELLANEOUS PROVISIONS

5.1 Enforcement - It is recognized that the obligations of the parties to this AGREEMENT are unique in nature and the AGREEMENT may be specifically or mandatorily enforced by either party.

5.2 Notice and Manner of Giving Notice - Any notice or communication required hereunder shall be in writing, unless otherwise specified herein, and may be given by hand delivery or by registered or certified mail. If given by registered or certified mail, the same shall have been deemed to have been given and received when a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and, if given by other than registered or certified mail, it shall be deemed to have been given when delivered to and received by the other party to whom it is addressed.

Such notices or communications shall be given to the parties at the following addresses:

TO AGENCY:

**Shreveport Regional
Arts Council
Rebecca Bonnevier, Executive
Director 801 Crockett Street
Shreveport, LA 71101**

TO CITY:

**City of Shreveport
Stephen Terese, Public Works
Government Plaza
505 Travis Street, Suite 300
Shreveport, LA 71101**

Any other addresses or individuals, as any party to this AGREEMENT may designate from time to time, shall be in writing to the other party.

5.3 Successors Bound - The covenant, terms provisions and conditions of this AGREEMENT shall be binding upon and inure to the benefits of both parties and their respective successors and assigns.

5.4 Non-Discrimination - AGENCY shall use its best efforts to hire persons at all levels of

its organization who are representative of the local demographic makeup; specifically, to include fair representation of minorities and females. AGENCY further agrees to insure fair opportunities for local minority and female-owned businesses in the purchase of goods and services necessary for its ongoing operations.

- 5.5 Local Hiring - AGENCY shall use its best efforts to use vendors and contractors housed in the City of Shreveport whenever possible in the conduct of its operations.
- 5.6 Interpretation- The parties hereto agree that each party and its attorneys have reviewed this AGREEMENT and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT. The words "hereof," "herein," "hereunder," and other words of similar import refer to this AGREEMENT as a whole. All exhibits and schedules as attached to or to be attached hereto and all other agreements referred to herein, are incorporated by reference into this AGREEMENT, as fully as if copied herein verbatim. The word "party" or "parties" means CITY and AGENCY.
- 5.7 Further Assurances - CITY and AGENCY agree that upon request, they shall do such further acts and deeds and shall execute, acknowledge, deliver, and record such other instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this AGREEMENT.
- 5.8 Construction and Interpretation - This AGREEMENT is made and shall be construed and interpreted in accordance with the laws of the State of Louisiana.
- 5.9 Venue - For purposes of any litigation arising under or occurring as a result of this AGREEMENT or involving interpretation of this AGREEMENT for declaration of either party's rights or obligations hereunder, the parties hereby agree and stipulate that the venue for any such action(s) shall be in the First Judicial District Court in and for Caddo Parish, Louisiana, or in the event that federal jurisdiction is available, the Shreveport Division of the United States District Court for the Western District of Louisiana.
- 5.10 Notices of Lawsuit - Each party shall each provide prompt notice in writing to the other party in the event of any lawsuit, claim or proceeding relative to this AGREEMENT and permit the other party to defend same and will give all needed information, assistance, and authority to enable the other party to do so. Each party shall immediately furnish to the other party copies of all pertinent papers received by the party related to such lawsuit, claim or other proceeding.
- 5.11 Changes/Amendments - All AGREEMENT changes or amendments shall be made in writing and signed by all parties. Verbal agreements are not enforceable.
- 5.12 Indemnity-AGENCY agrees to indemnify, release, defend and hold CITY, and all of its members, officers, agents and employees, harmless of and from any and all liability, claims, demands, suits or cause(s) of action which may arise out of or result from, or in connection with this AGREEMENT or from any acts or omissions related to the AGENCY'S public service or program as described in AGENCY'S "Application for Civic Appropriations" as described in Section 2.1 of this AGREEMENT.
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6. GENERAL CONDITIONS

- 6.1 Financial Records - AGENCY shall maintain all financial records pertaining to all matters relating to this AGREEMENT in a comprehensive basis of accounting.
- 6.2 Maintenance of Record - AGENCY shall retain all of its records and supporting documentation applicable to this AGREEMENT with CITY for a period of three (3) years, excerpt as follows:
1. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
 2. All such records and supporting documentation shall be made readily available, upon request, for inspection or audit by representatives of CITY. In the event AGENCY goes out of existence, it shall turn over to CITY all of its records relating to this AGREEMENT to be retained by CITY for the required period of time.
 3. Any requirements of confidentiality contained in the AGREEMENT are subject to Public Records Law {La. R.S. 44.1.1 et seq.) of the State of Louisiana.
- 6.3 Independent Contractor - AGENCY herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana. As such, it is expressly acknowledged, agreed and understood between the parties hereto, that in entering into this AGREEMENT, CITY shall not be liable to AGENCY for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, under the provisions of LSA-R.S. 23:1034, anyone employed by AGENCY shall not be considered an employee of CITY for purposes of Workers' Compensation coverage.

AGENCY also expressly agrees and agrees and acknowledges that it is an independent contractor. As such, it is expressly declared and understood between the parties hereto that AGENCY has been and will be free from any control or direction by CITY over the performance of the services covered by this AGREEMENT and that the services to be rendered by AGENCY pursuant to the terms of this AGREEMENT are outside the normal scope of CITY'S usual business. Consequently, neither AGENCY nor anyone employed by AGENCY shall be considered an employee of CITY for the purposes of unemployment compensation coverage, the same being expressly waived and excluded by the parties hereto.

It is hereby understood and specifically agreed that AGENCY shall be deemed under this AGREEMENT in all respects, and independent contractor and shall in no event be deemed an employee, agent or servant of CITY.

- 6.4 Political Activity Prohibited - None of the funds provided to AGENCY pursuant to this AGREEMENT shall be used for any partisan political activity, including support or opposition to any candidate for elective office or any proposition on any ballot.
- 6.5 Each party agrees to permit the other or their designated representative to inspect and/or audit its records and books relative to this AGREEMENT at any time during
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normal business hours and under reasonable circumstances and to copy therefrom any information that the party desires relevant to this AGREEMENT. Each party shall provide written notice to the other prior to the execution of this provision. If either party or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, that party agrees to deliver the records or have the records delivered to the other's designated representative at an address designated by such party within the City of Shreveport. If either party's designated representative finds that the records delivered by the other party are incomplete, such party agrees to pay the other party's representative's cost to travel to audit or retrieve the complete records.

- 6.6 Neither party shall assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the other party.
 - 6.7 Each party shall at all times keep the property of the other party free of liens, attachment, encumbrances or claims resulting from its use of the other's property.
 - 6.8 Nothing herein above or elsewhere in this AGREEMENT shall in any manner make AGENCY an employee of the CITY or the CITY an employee of AGENCY and shall not create a partnership or joint venture between CITY and AGENCY.
 - 6.9 Each of the parties hereto declare that they are equal opportunity employers and shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, handicap, age or veteran status.
 - 6.10 The provisions of this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
 - 6.11 None of the funds provided directly or indirectly by CITY to AGENCY under the terms of this AGREEMENT shall be used by AGENCY for any partisan political activity, or to further the election or defeat of any candidate for public office.
 - 6.12 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.
 - 6.13 This AGREEMENT shall be reasonably 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 in herein required by either party, the same shall not be unreasonable or arbitrarily withheld.
 - 6.14 Captions and Headings - The captions and headings throughout this AGREEMENT are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning of any provision of this AGREEMENT or the scope or intent thereof, nor in any way effect this AGREEMENT.
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- 6.15 Severability- 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 and to this end the AGREEMENT is hereby declared severable.
- 6.16 Execution of Counterparts - This AGREEMENT may be simultaneously executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.17 Entire AGREEMENT - This AGREEMENT contains all of the agreements between the parties and supersedes all other agreements and understanding, oral or otherwise, with respect to the matters contained herein and may not be modified in any manner other than by agreement in writing signed by both parties hereto or their successors in interest.

***Signatures on the following page.
Remainder of page intentionally left blank.***

THIS AGREEMENT has been executed by the parties hereto on the day and year first written above.

WITNESSES:

SHREVEPORT REGIONAL ARTS COUNCIL

Rebecca Bonnevier, Executive Director

Print Name and Title

WITNESSES:

CITY OF SHREVEPORT

Tom Arceneaux, Mayor

Print Name and Title