

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, 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 Downtown Shreveport Unlimited, Inc., a non-profit corporation organized under the laws of the State of Louisiana and domiciled in Caddo Parish, Louisiana, herein represented by _____, _____, duly authorized to act herein and hereinafter referred to as **CONTRACTOR**.

WITNESSETH

WHEREAS, **CITY** is the owner of certain property referred to as the Shreveport Festival Plaza and Festival Plaza Depot; and

WHEREAS, **CITY** desires to support and sponsor cultural, educational, and leisure activity programs which serve the public purpose and render a public service; and;

WHEREAS, **CITY** desires to provide festivals and events, supporting and sponsoring family, leisure, and cultural activities in the City of Shreveport; and

WHEREAS, **CONTRACTOR** desires to contract with the City of Shreveport for services and in turn intends to subcontract with other co-sponsors as selected by **CONTRACTOR** to help produce the festival and events; and

WHEREAS, the activities and services to be provided by **CONTRACTOR** pursuant to this Agreement serve a public purpose; and

WHEREAS, **CITY** has available resources and services it wishes to donate as it shares in supporting festivals and events and the development of the Festival Plaza Depot.

NOW, THEREFORE, **CITY** and **CONTRACTOR** under the following conditions set forth do mutually agree as follows:

I. SCOPE OF SERVICES

A. **CONTRACTOR** agrees to:

1. Subject to the following conditions, produce an annual Cajun festival referred to as the Mudbug Madness Festival, Rockets over the Red and BREW ("Festivals") for the years 2023, 2024, 2025.

a. Festival dates shall be determined by mutual consent of both **CITY** and **CONTRACTOR**.

b. Festival operating hours shall be approved in writing by issuance of a permit by the City's Event Task Force.

c. Dates and times of site set-up of each Festival shall be determined by the mutual consent of **CITY** and **CONTRACTOR** in writing.

d. Sponsorship of the Mudbug Madness Festival shall be provided by the City of Shreveport, and funded by grants, private funds, or other sources as determined by **CONTRACTOR**.

e. The provisions of section I.A. of this Agreement may be amended at any time by the mutual written consent of the parties hereto.

f. **CONTRACTOR** shall have a right to charge a reasonable admission price for events or activities held at Festival Plaza the surrounding grounds, including, but not limited to Riverview Park and adjacent the parking areas.

g. **CONTRACTOR** shall pay all costs for security and emergency services for any activity or event, sponsored by the **CONTRACTOR**, held at the Festival Plaza Depot and its surrounding grounds in accordance with the requirements established by the City of Shreveport Fire and Police Departments.

2. **CONTRACTOR** shall maintain the Festival Plaza, as well, as any space occupied by the **CONTRACTOR** as a clean, healthful environment throughout the festivals and events sponsored and produced by Contractor and shall be responsible for all costs and expenses related to any portable equipment placed on the festival plaza site when used in conjunction with any activity or event scheduled by the **CONTRACTOR**.

3. Provide the necessary employees to facilitate the clean-up of all restroom facilities located at festival plaza during the events and activities produced under this agreement during normal working hours.

4. **CONTRACTOR** may provide other programs and events as mutually agreed upon by the **CONTRACTOR** and the **CITY**.

5. Ensure that all necessary permits and licenses for the sale of food, beverages, and other items are properly acquired in accordance with applicable state and local laws and ordinances.

6. Submit proposed site plans for each festival and event at least sixty (60) days prior to the date of the festival or event to the Director of Public Assembly and Recreation (SPAR) or his designee. Site plans shall reflect the proposed location for electrical requirements for all booths and other utilities as may be required.

7. **CONTRACTOR** specifically agrees to comply with the City of Shreveport Administrative Procedure 1-22, Issuance of Permits by the City of Shreveport for Street Closures and Use of Riverfront Parking Facilities for Walks, Runs, Rallies, Parades, Festivals, Etc., and any revisions thereto.

8. Name the **CITY** as a sponsor of the festivals and events, including, where practical, mentioned in printed material and media releases.

9. Reimburse **CITY** for all hours worked by City employees that constitute overtime or otherwise exceeds the employees' normal hours of work per week unless otherwise provided in this Agreement. Payment for overtime hours shall be in accordance with the provisions of Section II of this Agreement. An estimate of City employee hours, including overtime, shall be approved in writing by the **CONTRACTOR** prior to any such work commencing. Time sheets will be required for all City employees utilized in the production of the festivals provided for herein and hours shall be coordinated between the **CITY** and **CONTRACTOR**. Time sheets must be signed by the **CONTRACTOR** at the completion of each workday and shall accompany the **CITY's** invoice for services.

B. The CITY agrees to:

1. Subject to appropriation by the Shreveport City Council and available manpower and resources, provide meeting space for the planning of any activity or event at Festival Plaza, Festival Plaza Depot, and/or its grounds upon the request of the **CONTRACTOR**, at no charge to the **CONTRACTOR**.

2. Provide Festival Plaza for site setup, operation, and site takedown for a period of time as mutually agreed upon by both parties.

3. Subject to availability, the **CITY** shall provide city-owned tables, chairs, and other equipment, for festivals, activities, and events produced under this Agreement.

4. The **CITY** shall provide the following personnel at no charge to the **CONTRACTOR**:

a. Provide personnel needed to facilitate the set-up, and take down of the city-owned equipment and shall provide personnel to install electrical, plumbing, and other site utilities during normal working hours. Any additional hours shall be paid in accordance with Section I.A.9.

5. Take reasonable measures to maintain a clean and healthful environment for the operation of events produced under this Agreement by providing sanitation packers to load daily garbage. Any personnel needed for garbage removal shall be paid in accordance with Section 1.A.8.

6. The Director of SPAR or his designee shall be responsible for the coordination of the agreed upon services provided for in this Agreement at the Festival site and for events produced under this Agreement.

II. OVERTIME HOURS

In accordance with the provisions of Section I.A.9 of this Agreement, **CONTRACTOR** shall reimburse **CITY** at a rate of one and one-half (1 ½) times the City employee's regular hourly wage for all hours worked by such personnel which constitutes overtime work.

III. CHANGES TO SCOPE OF SERVICES

Changes in the Scope of Services may be made by mutual written consent of the parties hereto.

IV. SPECIAL PROVISIONS

A. **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.

1. 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. This policy should be endorsed to name the **CITY** as an 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 with an annual aggregate the aggregate limitation shall not be less than \$2 Million otherwise the **CONTRACTOR** must provide the additional

coverage described in (i) below, or provide a \$1,000,000 per project aggregate applicable for the project specified in this Agreement.

(a) Commercial Umbrella Insurance to be written in a form following the underlying coverage specified in (i) above, in an amount not less than \$1,000,000 per occurrence of loss. This policy shall be endorsed to name the **CITY** as an additional insured.

(b) The CGL policy referenced in (a.) 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 the event and if the contractor is engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages. Issuance of this endorsement should be noted in the remarks section of the certificate specified in paragraph (c) below. As an alternative, liquor liability coverage may be provided by a separate liquor liability policy in (i) above. This policy must be endorsed to name **CITY** as an additional Insured.

(c) The CGL policy referred above in (i) must be endorsed to add Host Liquor Liability if **CONTRACTOR** will serve or sell alcoholic beverages. This requirement is applicable unless the contractor is in the business of manufacturing, distributing, selling or serving alcoholic beverages.

(d) Comprehensive Auto Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy shall provide coverage for all "owned", "non-owned" and "hired" vehicles. This policy should be endorsed to name the **CITY** as an additional insured.

(e) Worker's 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 a Broad Form All States Endorsement. When required by the **CITY**, this policy shall also be

endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.

2. All coverage provided for in 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. The **CITY** 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.

3. Proof that such insurance coverage exists shall be furnished to the **CITY** by means of a Certificate of Insurance form provided by the **CITY** before any part of the service specified by this Agreement are commenced. The said Certificate shall name the **CITY** as an additional insured as indicated in this section and include a provision that in case of cancellation or any material change in the coverage stated above the **CITY** shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for non-payment of premium. **CONTRACTOR** shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the **CITY** with copies of such Certificates of Insurance.

4. **CONTRACTOR** 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.

5. **CONTRACTOR** shall defend suits brought upon such claim and pay all costs and expenses incidental thereto. **CITY** shall have the right, at its own expense, to participate in the defense of any suit, without relieving the **CONTRACTOR** of any obligation hereunder.

6. **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 conduct of and **CONTRACTOR's** performance of the Agreement.

CONTRACTOR shall indemnify the **CITY** for fines, penalties and corrective measures that result from the acts of commission or omission of the **CONTRACTOR**, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.

7. **CITY** will give **CONTRACTOR** prompt notice in writing of the institution of any suit proceeding and permit **CONTRACTOR** to defend same, and will give all needed information, assistance, and authority to enable **CONTRACTOR** to do so. **CONTRACTOR** shall similarly give **CITY** immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of its obligations pursuant to this Agreement. **CONTRACTOR** shall furnish immediately to **CITY** copies of all pertinent papers received by **CONTRACTOR**.

8. If any part of the services specified by this Agreement are 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 to **CITY** by **CONTRACTOR**.

9. The payment of any deductible specified by such insurance policies shall be the responsibility of **CONTRACTOR** and will be paid solely by **CONTRACTOR**. If any of the insurance policies referred to above do not have flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the **CONTRACTOR** for premium payment and has no right to recover premium payment from the **CITY**.

B. The term of this Agreement shall be for a period of three (3) years, more or less, beginning on the date of execution thereof, and ending on the thirty-first day of December, 2025, provided however that this Agreement may be terminated at any time upon sixty (60) days written notice from the party wishing to terminate to the other party.

The foregoing provision notwithstanding, **CITY** reserves the right to terminate this Agreement at any time if sufficient funds are not appropriated by the City Council in any year in which this Agreement is in effect which would permit **CITY** to fulfill its obligations hereunder.

C. All funds realized by the Festival are to be retained by the **CONTRACTOR** to satisfy any current or future fiscal obligations relative to the production of each year's festival and future festivals.

It is the desire of the **CONTRACTOR** to provide contributions toward capital improvements in the festival site area to be enjoyed by the citizens of the City of Shreveport. To this end, title to any immovable capital improvements made on **CITY** owned property by **CONTRACTOR** shall be governed by a separate written agreement between the parties hereto. No capital improvement(s) shall be made on City owned property without the express written consent of **CITY**.

Any movable capital improvements designed for use on City owned property shall be made available for the **CITY'S** use upon request.

D. At such time and in such form as the **CITY** may require, **CONTRACTOR** agrees to furnish to **CITY** such statements, records, reports, data and information, as **CITY** may request pertaining to matters covered by this Agreement. At any time and as often as **CITY** deems necessary, there shall be made available to **CITY** for examination and audit all of its records with respect to all matters covered by this Agreement. **CONTRACTOR** will also provide the **CITY** with a copy of its annual audit within thirty (30) days of the receipt of the audit report.

E. **CONTRACTOR** agrees that if alcoholic beverages are sold by **CONTRACTOR** during the festival, **CONTRACTOR** agrees to secure all required licenses and permits as required by local or state law. **CONTRACTOR** further agrees that sales of alcoholic beverages shall cease each day upon the closure of all food booths or the termination of musical entertainment, whichever comes later.

V. MISCELLANEOUS PROVISIONS

A. **CONTRACTOR** shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the **CITY**.

B. **CONTRACTOR** shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures.

CONTRACTOR shall retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years, except as follows:

1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of the **CITY**. In the event the **CONTRACTOR** goes out of existence, it shall turn over to the **CITY** all of its records relating to this Agreement to be retained by the City for the required period.

C. **RIGHT TO AUDIT**

CONTRACTOR agrees to permit **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

CONTRACTOR'S operation hereunder. The **CITY** shall provide written notice prior to the execution of this 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** costs to travel to **CONTRACTOR'S** office to audit or retrieve the complete records.

D. The **CONTRACTOR** shall obtain and maintain at his/her expense all required licenses and permits, and shall observe and comply with all federal, state, and local laws and ordinances, rules and regulations. The **CONTRACTOR** agrees and obligates themselves to provide the **CITY** with evidence of a current occupational license prior to the execution of this Agreement. If at any time during the term of this Agreement the **CONTRACTOR** suffers the removal of any license, permit, tax stamp, or like item due to default under the terms of such license, permit, tax stamp, or like item the **CITY** shall have the right to terminate this Agreement immediately without recourse by the **CONTRACTOR**.

E. Each party shall at all times keep the property of the other free of liens, attachment, encumbrances or claims.

F. 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 any petition in bankruptcy be filed against it, or if it is adjudicated bankrupt in involuntary proceedings, the **CITY** shall have the right at its option to immediately cancel and terminate this Agreement.

G. It is expressly understood that failure or delay on the part of either party hereto in the performance, in whole or 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, or other limitations or restrictions, or other cause beyond the control of either party hereto, shall not constitute a breach hereof nor a default hereunder.

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

I. The **CONTRACTOR** undertakes, agrees and does hereby indemnify, defend and hold **CITY**, its officers, agents and employees harmless against any and all claims, demands, suits, damages and expenses (including reasonable attorney's fees for the defense thereof) arising from personal injuries or death to any person arising out of **CONTRACTOR's** performance of this Agreement.

Notwithstanding the foregoing, **CONTRACTOR** does not, by this indemnification and hold harmless clause, indemnify or hold **CITY** harmless against damages, personal injury or death occasioned to any person as a result of (i) the negligence, misconduct, act or omission of **CITY**, its agents or employees, or (ii) the breach of any provision of the Agreement or acts or occurrences outside the scope of **CONTRACTOR's** authority under this Agreement by **CITY**, its agents or employees.

J. Nothing herein above or elsewhere in this Agreement shall in any manner make the **CONTRACTOR** an employee of the **CITY** nor create a partnership between the **CONTRACTOR** and the **CITY**.

K. In all hiring or employment made possible by or resulting from this Agreement there; 1) will not be any discrimination against any employee or applicant 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 their race, color, religion, sex, national origin, handicap, age or veteran status. This provision shall

apply but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of 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 regarding the race, color, religion, sex, or national origin, handicap or veteran status.

L. The **CONTRACTOR** herein expressly agrees and acknowledges that it is an independent contractor as defined in the Revised Statutes of the State of Louisiana and as such it is expressly agreed and understood between the parties hereto, that in entering into this Agreement, **CITY** shall not be liable to the **CONTRACTOR** for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further under the provisions of R.S. 23:1034, anyone employed by the **CONTRACTOR** shall not be considered an employee of the City for purposes of Workmen's Compensation Coverage.

M. The **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) the **CONTRACTOR** has been and will be free from any control of direction by **CITY**, over the performance of services covered by this agreement; B) the service(s) to be rendered by the **CONTRACTOR** are outside the normal scope of the City's usual business; and C) neither the **CONTRACTOR** nor anyone employed by the **CONTRACTOR** shall be considered an employee of City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. The **CONTRACTOR** and the **CITY** mutually acknowledge, understand, and agree that all events and activities produced by Contractor pursuant to the terms of this Agreement shall be considered a festival, subject to all City of Shreveport rules, regulations, policies, and guidelines

regarding same and that such rules, regulations, policies, and guidelines shall be applicable to all events produced by Contractor pursuant to the terms of this Agreement in the absence of a reference to “festival” in the name of the event or activity.

O. 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 is herein required, the same shall not be unreasonable or arbitrarily withheld.

P. 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.

Q. This agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors and assigns.

R. 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.

S. None of the funds, materials, property or services provided directly or indirectly under the terms of this contract may be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

T. The foregoing provisions of this Agreement notwithstanding, the parties mutually acknowledge, understand, and agree that all events and activities produced by Contractor pursuant to the terms of this Agreement shall be considered a festival, subject to all City of Shreveport

rules, regulations, policies, and guidelines regarding same and that such rules, regulations, policies, and guidelines shall be applicable to all events produced by Contractor pursuant to the terms of this Agreement in the absence of a reference to “festival” in the name of the event or activity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three (3) counterparts on the day and date first above written.

WITNESSES:

CITY OF SHREVEPORT

BY:

Tom Arceneaux, Mayor

DOWNTOWN SHREVEPORT UNLIMITED INC.

BY:
