

RESOLUTION NO. _____ of 2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE THEATRE OF THE PERFORMING ARTS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, the Theatre of the Performing Arts ("Theatre ") was founded in 1975 and has provided training and presented talented and innovative African American performers to the Shreveport community; and

WHEREAS, the Theatre was organized to fill an artistic void and throughout the years has shown the rich traditions of African American culture; and

WHEREAS, the Theatre is an organization whose mission is to foster the culture, arts, and history of African-Americans by offering multi-disciplined arts programs for children, youth, and adults; and

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

WHEREAS, the City of Shreveport ("City") desires to participate with the Theatre in the co-sponsorship of the 2023-2025 Theatre seasons, which is a public purpose.

BE IT RESOLVED by the City Council of Shreveport in due, regular and legal session convened that Tom Arceneaux, Mayor, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement between the City of Shreveport and the Theatre of the Performing Arts 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BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.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 THEATRE OF THE PERFORMING ARTS**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered on this _____ day of _____, 20__ by and between the City of Shreveport ("City"), a duly incorporated municipal corporation in the State of Louisiana, represented by Tom Arceneaux, Mayor, duly authorized to act herein, and the Theatre of the Performing Arts represented herein by Gloria Gibson, Executive Director, duly authorized to act on behalf of the Theatre of the Performing Arts hereinafter referred to as "Theatre". 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 sponsor the Theatre by providing use of the Riverview Hall for the 2023 – 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 co-sponsor the 2023 – 2025 Theatre seasons by providing use of the Riverview Hall 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, Theatre 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, Theatre retains the right to charge a reasonable admission fee for other concerts and events held in the public facilities.

3.4 Theatre 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.

3.5 Theatre shall name City as a Sponsor of its 2023-2025 seasons and, where practical, shall designate City as such in all advertising and promotional material.

4. INSURANCE

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

5. INDEMNITY AND HOLD HARMLESS

5.1 Theatre 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 Theatre, 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, Theatre 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 Theatre are owned by the City of Shreveport, a Louisiana municipal corporation. Any discrimination by Theatre, 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 Theatre 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 Theatre: Gloria Gipson
Executive Director
Theatre of the Performing Arts
P.O. Box 37404
Shreveport, La. 71133

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 Theatre

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

IN WITNESS THEROF, the parties hereto have caused this agreement to be executed in multiple original copies, this _____ day of _____, 2023.

WITNESSES:

CITY OF SHREVEPORT:

BY: _____
Tom Arceneaux, Mayor

WITNESSES:

THEATRE OF THE PERFORMING ARTS

BY: _____
Gloria Gipson, Executive Director