

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022 by and between the CITY of Shreveport through its Mayor, Tom Arceneaux, who is duly authorized to act herein and hereinafter referred to as the “**CITY**” and **Red River Road Runners, Inc.**, duly represented by _____, hereinafter referred to as “**CONTRACTOR**”, whereupon the parties hereto covenant and agree as follows:

A. SCOPE OF SERVICES

1. CONTRACTOR hereby certifies that the organization is qualified to provide for the Riverside V Road Race and awards event and the Summer Fun Run Series.

CONTRACTOR shall provide a total of at a minimum (8) five kilometer (5K) runs for the CITY’S Department of Public Assembly and Recreation “Fun Run in the Park Program” at the following locations”

Betty Virginia Park
Bilberry Park
C Bickham Dickson Park
Ford Park
Hamel’s Park
Mamie Hicks Park
Querbes Park
Southern Hills Park

2. CONTRACTOR shall provide the following services or items to facilitate the Riverside V Road Race:

- a. Police Security as may be specified appropriate by the Shreveport Police Department
- b. Pre-Registration
- c. Computer programs for results
- d. Course layout and markings
- e. Finish line staff
- f. Water stop staff
- g. Mailing of application and results
- h. Clocks for the course and finish line
- i. Design and printing of the application
- j. Special Event Permit
- k. Recognition of City’s co-sponsorship of all events

3. CONTRACTOR shall provide the following services or items to facilitate the Summer Fun Run Series:

- a. Police security as may be specified appropriate by the Shreveport Police Department
- b. Drinks and cups for the participants, finish line numbers, course markings, official t-shirts, participation trophies and awards picnic.
- c. Race timers and race equipment

- d. Race officials and volunteers
 - e. Recognition of CITY'S co-sponsorship of all events.
- 4. CITY agrees to provide the following services or items to facilitate the Riverside V Road Race and awards event:
 - a. Use of Riverview Hall or other public building for the awards event, depending upon availability, at no charge
- 5. CITY agrees to provide the following services or items to facilitate the Summer Fun Run Series:
 - a. Participation ribbons for each race
 - b. Public service announcements
 - c. Park location for each run
- 6. CITY agrees to provide a cash amount of Four Thousand (\$4,000.00) Dollars to CONTRACTOR for sponsorship of the events payable as follows:

Riverside V Road Race	\$3,000.00
Summer Fun Run Series	\$1,000.00

Payments to CONTRACTOR shall be made upon the completion of the events

- 7. The CITY shall assist in the promotion of each event which shall be limited to Public Service Announcements and Press Releases. No paid advertising will be funded by the CITY. All information pertaining to an event shall be delivered to the Event Services Division of Shreveport Public Assembly and Recreation (SPAR) no later than one (1) month prior to the event for any advertising. All information released by the CONTRACTOR pertaining to any SPAR event, co-sponsored event, or any event that will carry the SPAR name or logo shall be approved by the Event Services Division prior to release. This includes but is not limited to flyers, banners, posters, press releases, etc.

B. SPECIAL PROVISIONS

- 1. 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 coverage and limits of liability:
 - i. Commercial General Liability Insurance in an amount not less than a combined single limit of \$1 Million 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 limitation, the aggregate limitation shall not be less than \$2 Million, otherwise the CONTRACTOR must provide a \$1 Million per project aggregate applicable for the project specified in this contract

- ii. Commercial Auto Liability Insurance, included hired, rented or non-owned automobiles, in an amount not less than a combined single limit of \$1 Million per occurrence. This policy shall be endorsed to name the CITY as an additional insured.
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 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 subcontractor's 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 rights of recovery or subrogation against CITY, its officers, agents or employees and its insurance companies.
5. 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.
6. 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 suite or action filed or prompt notice of any claim arising out of the performance of the Contract. CONTRACTOR shall furnish immediately to CITY copies of all pertinent papers received by CONTRACTOR.
7. If any part of the services specified by this Agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations, and evidence of such insurance, satisfactory to CITY shall be furnished to CITY by CONTRACTOR.

C. MISCELLANEOUS PROVISIONS

1. CONTRACTOR shall obtain a Special Event Permit from the CITY Event Task Force Committee when required in connection with any event sponsored or co-sponsored by CONTRACTOR pursuant to the provisions of this Agreement.
2. CONTRACTOR shall obtain and maintain through the term this Agreement or any extension thereof, all permits and approvals required by applicable provision of law with regard to sponsorship or co-sponsorship of this Agreement and shall be responsible for all provisions not covered by this Agreement.
3. CONTRACTOR shall maintain financial records pertaining to all matters relative to this contract in accordance with generally accepted accounting principles and procedures. The CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the CITY for a period of three (3) years, except as follows:
 - i. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - ii. 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 contract to be retained by the CITY for the required period.
4. Nothing herein above or elsewhere in this agreement shall in any manner make CONTRACTOR an employee of the CITY nor create a partnership between CONTRACTOR and the CITY.
5. If any provision or item in this agreement is held invalid, such invalidity shall not affect other provisions or items of this agreement which can be given effect without the valid agreement are hereby declared severable.
6. The parties hereto stipulate that the venue of any possible litigation arising under this agreement shall be in the First Judicial Caddo District Court in Caddo Parish, Louisiana.
7. In all hiring or employment made possible by or resulting from this contract there will not be any discrimination against any person because of race, color, religion, sex, national origin, handicap, age or veteran status; and where applicable, affirmative action will be taken to ensure that the CONTRACTOR'S employees are treated equally during employment without regard to their race, color, religion, sex, national origin, handicap, age or veteran status. This requirement shall not 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 regard to race, color, religion, sex, national origin, handicap, age or veteran status.

8. 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 of omission of CITY, its agents or employees, or (ii) the breach of any provision of this Agreement or acts or occurrences outside the scope of CONTRACTOR'S authority under this agreement by CITY, its agents or employees.
9. 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 there from any information that the CITY desires concerning the CONTRACTOR operation hereunder. The CITY shall provide written notice prior to the execution of this provision.
10. The CONTRACTOR agrees that if any execution or legal proves 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 contract.

11. RIGHT TO AUDIT

- a. 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.
- b. 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 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 to 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 office to audit or retrieve the complete records.

D. TERM

This contract shall be in effect from the date of execution through the 31st day of December 2025, with the option to renew for two (2) additional terms of one (1) year each, upon mutual written agreement of both parties hereto, provided however, that the CITY and CONTRACTOR, upon the giving of thirty (30) days written notice may cancel this contract. CITY also retains the right to terminate this agreement at any time sufficient funds are not appropriated by the Shreveport CITY Council in order to allow CITY to fulfill its obligations under this agreement or at any time CITY manpower or personnel demands are not sufficient to meet CITY’S obligations hereunder.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed in three (3) copies, this _____ day of _____, 2023.

WITNESSES

CITY OF SHREVEPORT

BY: _____

Tom Arceneaux, Mayor

WITNESSES:

RED RIVER ROAD RUNNERS, INC.

BY: _____

Red River Roadrunners, Inc.
P.O. Box 37691
Shreveport, LA 71133-7961