

**+AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SHREVEPORT
AND
THE KREWE OF GEMINI**

THIS AGREEMENT entered into on this _____ day of _____ 2023 by and between City of Shreveport, herein represented by its Mayor, Tom Arceneaux, who is duly authorized to act herein, hereinafter referred to as the CITY, and the KREWE OF GEMINI, a non-profit corporation organized under the Laws of the State of Louisiana and domiciled in Bossier Parish, Louisiana, herein represented by Thomas Wyche, hereinafter referred to as the KREWE.

WITNESSETH

WHEREAS, the **CITY** and **KREWE** entered into an Agreement for Professional Services in 2011 whereby **KREWE** agreed to provide an annual Mardi Gras Parade from 2012 through 2021, and the CITY agreed to provide services and equipment in support of those parades; and

WHEREAS, the Parties amended the Agreement in 2021 to extend the terms through the 2023 parade; and,

WHEREAS, the **CITY** and **KREWE** desire to continue to provide annual Mardi Gras Parades and promote this type of event for its citizens and tourists visiting this area; and,

WHEREAS, in 1990, through several State initiatives and programs, the State of Louisiana, desired to promote tourism through cultural exchange and as a result Mardi Gras in Northwest Louisiana was born. Shortly thereafter the Krewe of Gemini and then the Krewe of Centaur were born and two major local parades sponsored by those krewes followed.

WHEREAS, the Mardi Gras Parade serves a public purpose by providing entertainment and economic impact.

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

I. The KREWE agrees to:

- A. Provide a Mardi Gras parade during the 2024 through the 2032 Mardi Gras seasons as free entertainment for the citizens of Shreveport and tourists visiting the City.
- B. Provide funding necessary to design, build, and decorate floats for the parade.

- C. Provide throws (beads, doubloons, cups, etc.) in sufficient quantity to be thrown from the floats as free souvenirs for the citizens and tourists in attendance.
- D. Apply for and obtain a parade permit required by City of Shreveport Administrative Procedure 1-22. Applications must be timely submitted and meet the requirements as outlined by the Special Event Task Force.
- E. Provide an expected list of parade participants (floats, marching groups, and vehicles), the expected order in which they will proceed, and expected 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.
- F. Conduct the parade in accordance with the rules and regulations outlined herein.
- G. Comply with the provisions of Shreveport City Code of Ordinances Chapter 78 Sections 111 through 119.
- H. **KREWE** shall be responsible for the actions of all parade participants whether members of Krewe of Gemini or not.

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 of 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 stage, public address system, electrical material and other such equipment in connection with the parade and Krewe of Gemini related activities. The use of said equipment is subject to availability.
- F. Provide the use of Festival Plaza for the staging or other related events or activities, subject to availability.
- G. Provide the use of Riverview Hall for pre-parade and post-parade events.
- H. Validate Driver's License and conduct pre-parade and end of parade sobriety testing (Breathalyzer), as well as optional on route testing for all individuals operating a motorized vehicle in the parade.

III. PARADE RULES AND REGULATIONS

- A. The parade shall be the Saturday before Mardi Gras Day, Fat Tuesday.
- B. The parade shall begin at Clyde Fant Parkway at its intersection with Lake Street, proceed to Shreveport-Barksdale Boulevard, proceed to East Kings Highway and end at the intersection of East Kings Highway and Preston Avenue.
- C. There is zero tolerance for alcohol use by any individual operating a motorized vehicle in the parade.

1. Prior to the parade, any individual operating a motorized vehicle in the parade, including any prospective relief driver(s), shall submit to an alcohol Breathalyzer test.
 2. At the end of the parade, on Preston Avenue between East Kings Highway and Captain Shreve Drive, any individual who operated a motorized vehicle in the parade shall submit to to an alcohol Breathalyzer test.
 3. At any point between the beginning and end of the parade, should law enforcement suspect that any individual operating a motor vehicle in the parade is consuming an alcoholic beverage during the parade shall submit to an alcohol Breathalyzer test.
 4. Should any individual operating a motor vehicle in the parade be or become impaired by alcohol, or for any other reason, a substitute driver may take that driver's place.
- D. The parade shall commence at 5:00 p.m. Central Standard Time. 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 East Kings Highway and Preston Avenue.
- 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 driver shall have a mobile phone and provide that phone number to the CITY and/or the Emergency Operations Center for communication before, during, and after the parade.
- G. **KREWE** shall provide wreckers for removal of floats that become inoperable. Floats remaining inoperable for more than 25 minutes shall be removed from the parade route.
- H. **KREWE** shall notify the **CITY** of the cancellation of any parade due to inclement weather no later than 11:00 a.m. Central Standard Time on the day of the parade in which case, with the option to roll the parade and hour or two earlier or the parade shall be re-scheduled. **KREWE** 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.

IV. **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 **KREWE'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.

V. ASSIGNABILITY

The **KREWE** 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**.

VI. INDEMNIFICATION

KREWE shall indemnify, defend, and hold harmless the **CITY** 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 **KREWE**, 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 **KREWE** hereunder, and shall also hold the **CITY** harmless from any and all claims and/or liens for labor, services or materials furnished to the **KREWE** 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.

VII. ACKNOWLEDGMENT OF EXCLUSION OF WORKMEN'S COMPENSATION COVERAGE

KREWE herein expressly agrees and acknowledges that it is an independent **KREWE** 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** shall not be liable to the **KREWE** 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 **KREWE** shall not be considered an employee of the **CITY** for the purposes of worker's compensation coverage.

VIII. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

KREWE 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. **KREWE** 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 **KREWE** are outside the normal scope of the **CITY'S** usual business; and

- C. **KREWE** has been independently engaged in performing the service (s) listed herein prior to the date of this contract. Consequently, neither the **KREWE** nor anyone employed by the **KREWE** 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.

IX. INSURANCE REQUIREMENTS

- A. The **KREWE** 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 (CGL) 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 **KREWE** must provide a \$1,000,000 per parade aggregate applicable for the parade 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 **KREWE** intends to engage in the sale or serving of alcoholic beverages at any parade. 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.
- 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. **KREWE** shall be liable for its sub KREWEs' insurance coverage of the types and in the amounts stated above and shall furnish **CITY** with copies of such Certificates of Insurance.
- D. **KREWE** 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. **KREWE** 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 **KREWE'S** performance of this agreement. **KREWE** shall indemnify Shreveport for fines, penalties and corrective measures that result from the acts of commission or omission of **KREWE**, its subKREWE, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- F. Shreveport will give **KREWE** prompt notice in writing of the institution of any suit or proceeding and permit **KREWE** to defend the same, and will give all needed information, assistance, and authority to enable **KREWE** to do so. **KREWE** 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. **KREWE** shall furnish immediately to Shreveport copies of all pertinent papers received by **KREWE**.
- G. If any part of the services specified by this agreement are subcontracted, similar insurance shall be provided by or on behalf of the sub**KREWE** to cover their operations, and evidence of such insurance, satisfactory to Shreveport, shall be furnished to Shreveport by **KREWE**.
- I. Shreveport shall have the right, periodically, to review the insurance coverage provided by **KREWE** to ensure that it continues to be written for adequate limits.

X. GENERAL PROVISIONS

- A. The **KREWE** 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. This agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.
- G. Nothing in this agreement shall in any manner be deemed to make the **KREWE** an employee of the **CITY** nor create a partnership between the **KREWE** and the **CITY**.
- H. 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.
- I. 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.
- J. It is expressly agreed and understood between the parties hereto that the **KREWE** nor any of its agents shall receive any sick and annual leave from the **CITY**.

K. The **KREWE** 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 be for a period of nine(9) years, more or less, beginning on the date of execution thereof, and ending upon completing of the annual parade in 2032. The agreement may be renewed by mutual agreement of the parties. This agreement may be terminated at any time by written notice forty-five (45) days after the previous parade, by either the **CITY** or the **KREWE** or by mutal consent of both the **CITY** and the **KREWE** at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six (6) copies on the day and date first above written.

WITNESSES:

CITY OF SHREVEPORT

BY: _____
Tom Arceneaux, Mayor

BY: _____
Krewe of Gemini
By: Thomas Wyche, Captain