

FACT SHEET

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<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT TO MANAGE AND OPERATE THE SCI-PORT DISCOVERY CENTER AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	January 29, 2014	DEPARTMENT OF PUBLIC ASSEMBLY & RECREATION
		<u>SPONSOR</u>
		SAME

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PURPOSE

To authorize the execution of an amendment to the Agreement to Manage and Operate the Sci-Port Discovery Center.

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BACKGROUND INFORMATION

The City of Shreveport ("City") is the owner of the Sci-Port Discovery Center (the "Center"), a science and technology discovery center. On September 29, 1998, City entered into an agreement with Sci-Port Discovery Center, Inc., ("Sci-Port" or "the Center") to manage and operate the Center. The agreement has been amended from time to time since 1998. City and Sci-Port now desire to further amend the agreement to provide for operation of the Center.

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TIMETABLE

Introduction - February 11, 2014  
Final Passage - February 25, 2014

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SPECIAL PROCEDURAL REQUIREMENTS

None

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ALTERNATIVES

1. Adopt the resolution as presented.
  2. Amend the resolution.
  3. Reject the resolution.
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CONCLUSION

Adoption of this resolution is recommended.

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FACT SHEET PREPARED BY: Shelly Ragle, SPAR Director

RESOLUTION NO. \_\_\_\_\_ OF 2014

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT TO MANAGE AND OPERATE THE SCI-PORT DISCOVERY CENTER AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, the City of Shreveport (“City”) is the owner of certain immovable property generally referred to as the “Sci-Port Discovery Center” (“the Center”); and

WHEREAS, City entered into an agreement with Sci-Port Discovery Center, Inc., (“Sci-Port”) on September 29, 1998, to manage and operate the Center; and

WHEREAS, the agreement has been amended from time to time since 1998; and

WHEREAS, City and Sci-Port now desire to further amend the agreement to assist Sci-Port in the successful management and operation of the Center; and

WHEREAS, the programs and services provided by Sci-Port pursuant to the terms of the agreement, as amended, provide educational and other benefits to the general public which are public purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened that the Mayor of the City of Shreveport is hereby authorized to execute, for and on behalf of the City of Shreveport, an amendment to the Agreement to Manage and Operate the Sci-Port Discovery Center, substantially in accord with the draft hereof filed for public inspection in the Office of the Clerk of Council on February 11, 2014.

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.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

## AMENDED AGREEMENT

THIS AMENDMENT to the Agreement to Manage and Operate the Sci-Port Discovery Center is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the City of Shreveport (“City”), a municipal corporation of the State of Louisiana, represented by Cedric B. Glover, Mayor, duly authorized to act herein and Sci-Port Discovery Center, Inc., (“Sci-Port”), a duly organized Louisiana non-profit corporation represented herein by \_\_\_\_\_, \_\_\_\_\_, duly authorized to act herein by virtue of a Resolution of the Board of Directors attached hereto and made a part hereof.

### WITNESSETH

WHEREAS, City and Contractor entered into an Agreement to Manage and Operate the Sci-Port Discovery Center (the “Agreement”) on September 29, 1998; and

WHEREAS, the Agreement has been amended by the parties from time to time since September 29, 1998; and

WHEREAS City and Sci-Port now desire to further amend the Agreement as follows:

-Amend Section 2.2 of the Agreement to now read as follows:

“2.2 Management and Operation of the Center. To the extent Shreveport now owns or hereafter acquires ownership of or the right to use the immovable property highlighted in green on Exhibit A attached hereto, and except as otherwise provided herein, Sci-Port shall have the exclusive right to the possession and occupancy of the Center, its grounds and the parking area designated for the Center during the term of this agreement and shall have the exclusive right, during the term of this agreement, to manage, operate and provide all services for the Center and the Outdoor Exhibits, including but not limited to the maintenance of all buildings, exhibits and facilities (except for major repairs, as set out in Section 3.1 hereinbelow, to be done by Shreveport); the day to day operation of the Center and the Outdoor Exhibits, including fixing admission prices, fixing program use fees and scheduling; care of all grounds described on Exhibit A, including plants, trees, lighting and walkways; administrative, marketing, public relations and membership services; providing educational programs; food and beverage service; security; parking; and such other services as may be necessary to maintain and operate the Center and the Outdoor Exhibits in an efficient, business-like and economical manner. Sci-Port shall ensure that the Center maintains hours of operation comparable to those maintained by other science and technology museums. The costs and revenues associated with Sci-Port’s duties hereunder shall be included in Sci-Port’s budget submitted annually to Shreveport. In all respects, however, the Center shall be considered a public facility, owned by Shreveport and operated for the benefit of Shreveport.

Sci-Port shall operate the Center in accordance with all applicable laws, rules and regulations and will not conduct or allow to be conducted any activities which may jeopardize

the status of the Bonds of the State of Louisiana or the Certificates of Indebtedness issued by the City of Shreveport.

Shreveport shall be responsible for payment of utility costs for gas, electric and water service provided to the Center.”

-Amend Section 2.8 of the Agreement to add the following language:

2.8 Budget.

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“From time to time throughout the Term of this Agreement Shreveport may, but shall be under no obligation to, provide funds to or for the benefit of Sci-Port for the management and operation of the Center. For calendar year 2014, Shreveport shall provide an amount not to exceed \$199,700 for the benefit of Sci-Port and its management and operation of the Center. The funds provided by City for calendar year 2014 shall be expended solely for the payment of the costs, expenses, or services outlined in Attachment 1 of this Agreement. Any funds provided by Shreveport in subsequent years to or for the benefit of Sci-Port and its management and operation of the Center shall be as appropriated by the Shreveport City Council.”

WHEREAS, all other terms and conditions of the Agreement between City and Sci-Port, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment to the Agreement to Manage and Operate the Sci-Port Discovery Center in the presence of the undersigned competent witnesses as of the date first written above.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CITY OF SHREVEPORT

BY:

\_\_\_\_\_  
CEDRIC B. GLOVER, MAYOR

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

SCI-PORT DISCOVERY CENER, INC.

BY:

\_\_\_\_\_

## Attachment One

### As approved in the 2014 General Fund Budget Ordinance 120 of 2013

General Liability Insurance	\$17,083
Traveler's Commercial Package (contents & exhibits)	\$29,657
Projector Maintenance – Planetarium	\$40,000
HVAC	\$21,000
Elevator	\$5,000
Security (Alarm & Fire)	\$693
Fire	\$10,900
Filters (IMAX & Air)	\$6,543
SPAR grounds maintenance	\$5,800
One-time Capital Repairs:	
Security Camera Update	\$18,000
Exterior Painting of the Building	\$45,000