

**RETENTION AGREEMENT FOR  
Solid Waste Litigation**

This Retention Agreement (hereinafter this "Agreement") is entered into by and between The City of Shreveport ("Shreveport") and Kenneth Antee, Jr. ("Outside Counsel"), effective as of \_\_\_\_\_, 2021.

RECITALS

WHEREAS, Section 74-52.1 et seq. of the City of Shreveport Code of Ordinances (the Code of Ordinances") requires all persons collecting solid waste within city limits to obtain a permit from the city and dispose all collected solid waste and rubbish at the Woolworth Road Landfill; and

WHEREAS, the City of Shreveport desires to improve the effectiveness and enforcement of laws and ordinances, particularly Section 74-52.1 et seq. of the Code of Ordinances, City of Shreveport, Louisiana.

WHEREAS, Shreveport desires to engage Outside Counsel to provide legal representation to Shreveport and its various city agencies, boards, departments, commissions, as well as to Shreveport in its official capacity (all collectively, "Client") in connection to harms caused as a result of violations of Section 74-52.1 et seq.

WHEREAS, the purpose of this Agreement is to set forth the terms for the appointment and retention of Outside Counsel; and

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, Shreveport and Outside Counsel (each individually, a "Party", and collectively the "Parties") hereby agree as follows:

Article I

SCOPE OF REPRESENTATION

OUTSIDE COUNSEL will investigate and pursue any legal action for violations of existing ordinances, or contractual obligations, including preparation for, settlement of, and/or actual litigation arising from alleged improper or fraudulent practices or actions or statements or omissions or other wrongful conduct or inaction related thereto of transporters of solid waste and/or their officers, directors, affiliates, predecessors, or other related entities for Solid Waste sums due the City for violations of its ordinances or contractual obligations (hereinafter collectively referred to as the "Litigation").

Article II  
CORRESPONDENCE

All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service.

All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein: Except as otherwise set forth herein, all required notices and correspondence must be sent to the following addresses:

For City of Shreveport:

FOR THE CITY:

Mayor Adrian Perkins  
City of Shreveport  
505 Travis Street  
Shreveport, LA 71101

With a copy to:  
The Office of the City Attorney  
City of Shreveport  
505 Travis Street, Suite 420  
Shreveport, LA 71101

FOR OUTSIDE COUNSEL:

Kenneth R. Antee, Jr.  
9335 Ellerbe Rd.  
Shreveport, LA 71106

Addresses may be changed at any time upon written notice to the other Party.

Article II  
COMPENSATION

Section 1. Fee Schedule

OUTSIDE COUNSEL shall receive no compensation for any services rendered unless a recovery or settlement of the Litigation is awarded and collected by, and for the benefit of, the Client. If the

Client receives and collects such an award or settlement, OUTSIDE COUNSEL shall be compensated for their services on a contingency fee basis. If Outside Counsel is able to obtain settlement or judgment for the Client, Client will pay to OUTSIDE COUNSEL the following fees:

- Twenty-five percent of any recovery by settlement or judgment solely for claims arising from Solid Waste sums due the City for violations of its ordinances or contractual obligations between January 2011 and the date of execution of this Agreement. Excluded from this contingency agreement is any increase in volume to the Woolworth Landfill after institution of this litigation.

This is a contingency fee agreement governed by the provisions of the Louisiana Rules of Professional Conduct. This contract is with the understanding that Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law Professional Law Corporation are working in conjunction on this case. Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law PLC have a work fee and expense sharing arrangement which client acknowledges and approves. The client understands that there will be only one fee charged in this case as set forth herein for the work performed by Kenneth R. Antee, Jr. A Professional Law Corporation and Nichole M. Buckle, Attorney at Law PLC commensurate with the amount of work performed but in no event would the work performed and fee split be less than 8.5/10 and 1.5/10 to either firm.

#### Section 2. Settlement or Judgment

The contingency fee applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature, or is combined with non-monetary relief, or is entirely non-monetary.

#### Section 3. Payment of Fees

Neither the Client nor Shreveport shall be required under this Retention Agreement, or otherwise, to directly compensate OUTSIDE COUNSEL, except as provided in Articles II and III of this Retention Agreement. Accordingly, except as provided by Article II and for the expenses and costs enumerated in Article III, no other compensation shall be paid to OUTSIDE COUNSEL other than those additional fees received pursuant to a judgment. OUTSIDE COUNSEL shall pay, out of the fee awarded to it, all attorney's fees to those law firms associated with the litigation. All lawyers and firms participating in this litigation and sharing in any fees earned must be identified and approved by Council, including the specification of the fee split.

### Article III

#### EXPENSES AND REIMBURSEMENTS

#### Section 1. Advancement of Expenses and Costs

OUTSIDE COUNSEL shall advance all litigation costs, expenses and disbursements, including expert witness fees and costs, deposition costs, and document production, however OUTSIDE COUNSEL shall obtain prior written approval from the City Attorney prior to incurring any cost or expense exceeding One Thousand (\$1000.00) Dollars per case or violation undertaken by

OUTSIDE COUNSEL. The City shall not advance payment for any services rendered or costs, expenses or disbursements incurred. Furthermore, the City will not be responsible for the payment of any expenses or costs if there is no recovery. OUTSIDE COUNSEL'S agreement to advance all costs, expenses, and disbursements, as well as its agreement to defer fees while any and all litigation (including appeals) is pending, has been taken into consideration in establishing the compensation in Article II.

Section 2. Expenses/Format

Should a recovery be obtained for the benefit of the Client, OUTSIDE COUNSEL shall be reimbursed for certain non-labor expenses and costs.

Article IV

GENERAL TERMS and CONDITIONS

This Agreement shall not be binding upon the parties until it has been signed first by OUTSIDE COUNSEL and then by the authorized representatives of the City in accordance with applicable ordinances, laws, and regulations.

**INCORPORATION OF WHEREAS CLAUSES.** The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

**ENTIRE AGREEMENT.** This Agreement and the attachments hereto constitute the full and final understanding of the parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

**SIGNATURES/E-DELIVERY.** A manually signed copy of this Agreement may be executed and delivered by facsimile, email or other acceptable means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**STANDARD OF PERFORMANCE.** All services by the OUTSIDE COUNSEL shall be performed in compliance with the specified requirements, in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City and pursuant to the governing rules and regulations of the industry, based on the type of services performed hereunder.

**MODIFICATION AND AMENDMENT.** Any changes, modifications or amendments to this Agreement shall not be considered agreed to or binding on the other party, unless such modification(s) have been agreed to in writing and approved by the appropriate City officials in accordance with applicable laws and regulations.

**CONFIDENTIALITY.** While performing work under this Agreement, the OUTSIDE COUNSEL may gain access to proprietary and/or confidential information that, if disclosed to

third parties, may be damaging to the City or its officials or employees. Such information shall include materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by the City related to funding and financial and business information; (ii) all information owned, possessed or used by the OUTSIDE COUNSEL, which is communicated to, learned, developed or otherwise acquired by the OUTSIDE COUNSEL in the performance of the Services for the City; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that the OUTSIDE COUNSEL has been advised by the City is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in the OUTSIDE COUNSEL's possession prior to disclosure by the City; (ii) information generally available to the public or that becomes available to the public through a source other than the City, or (iii) information that was rightfully obtained by the OUTSIDE COUNSEL from a third party who is under no obligation of confidentiality to the City with respect to such information. The OUTSIDE COUNSEL agrees that it will accept and hold confidential information obtained from the City in confidence at all times during and after termination of this Agreement in accordance with this Agreement and subject to the governing ethical rules of professional responsibility applicable to OUTSIDE COUNSEL'S representation of City. The OUTSIDE COUNSEL shall neither use nor disclose or communicate such information, except as provided in this Agreement or as required by law, without the prior written permission of the City.

The OUTSIDE COUNSEL acknowledges and agrees that a breach by the OUTSIDE COUNSEL of this section will cause the City irreparable injury and damage; therefore, the OUTSIDE COUNSEL expressly agrees that the City shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The OUTSIDE COUNSEL agrees that it will disclose confidential information only to those employees who have a need to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions titled "Public Statements" and "Rights in Data."

**PUBLIC STATEMENTS.** The OUTSIDE COUNSEL shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the services provided for hereunder, without first obtaining written consent from the City. The OUTSIDE COUNSEL shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

**OUTSIDE COUNSEL'S PERSONNEL.** The OUTSIDE COUNSEL certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the OUTSIDE COUNSEL. The OUTSIDE COUNSEL further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them.

The OUTSIDE COUNSEL shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the OUTSIDE COUNSEL. In addition, the OUTSIDE COUNSEL shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the OUTSIDE COUNSEL pursuant to this Agreement.

**INDEPENDENT RELATIONSHIP.** The OUTSIDE COUNSEL acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the City the right to direct the OUTSIDE COUNSEL as to the details of the performance of its obligations hereunder or to exercise a measure of control over the OUTSIDE COUNSEL is only in furtherance of the attorney-client relationship.

It is further expressly agreed and understood by the OUTSIDE COUNSEL that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of the OUTSIDE COUNSEL contrary to the provisions hereof.

Article V  
TERMINATION

It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:

- a. The OUTSIDE COUNSEL or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- b. The OUTSIDE COUNSEL subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
- c. The OUTSIDE COUNSEL has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the OUTSIDE COUNSEL's assets; or

- d. The OUTSIDE COUNSEL is no longer licensed or authorized to provide the services to be rendered hereunder.
- e. The OUTSIDE COUNSEL has engaged in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest with the Client under applicable federal, state or local laws, rules and regulations.

The OUTSIDE COUNSEL and/or the City may terminate this agreement upon providing written notice of the parties' intent to terminate by providing thirty (30) days written notice. The City shall, at the City's option, have the right to obtain like services elsewhere or to take over the work.

Notwithstanding the foregoing or any section herein to the contrary, the OUTSIDE COUNSEL shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the OUTSIDE COUNSEL, including attorney's fees and costs incurred by City, and the City may withhold any payments to the OUTSIDE COUNSEL, for the purpose of setoff, until such time as the exact amount of damages due the City from the OUTSIDE COUNSEL is determined and recovered by City.

The City may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 days prior written notice to the OUTSIDE COUNSEL.

Upon request, OUTSIDE COUNSEL shall deliver to the City all hard copy and electronic files owned by City and maintained by OUTSIDE COUNSEL on behalf of the City within thirty (30) days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to the OUTSIDE COUNSEL pursuant to this Agreement for any of the services performed by the OUTSIDE COUNSEL in connection with the City effecting corrections to the services, when such corrections are required as a direct result of negligence by the OUTSIDE COUNSEL to properly fulfill any of its obligations herein.

REMEDIES CUMULATIVE. All remedies available to the City provided herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

SUBCONTRACTING, ASSIGNMENT or TRANSFER. The OUTSIDE COUNSEL shall not subcontract to any other firm or lawyer, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the OUTSIDE COUNSEL from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the OUTSIDE COUNSEL's obligations to its transferors or subcontractors. Upon request of the

City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer.

**CONFLICT OF INTEREST.** Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The OUTSIDE COUNSEL covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the OUTSIDE COUNSEL covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the OUTSIDE COUNSEL or any agent or representative of the OUTSIDE COUNSEL, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The OUTSIDE COUNSEL warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor consultant to the OUTSIDE COUNSEL in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

**COVENANT AGAINST CONTINGENT FEES.** The OUTSIDE COUNSEL warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the OUTSIDE COUNSEL, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the OUTSIDE COUNSEL any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

**GENERAL COMPLIANCE WITH LAWS.** The OUTSIDE COUNSEL certifies that it is qualified or will take steps necessary to qualify to do business in the State of Louisiana and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the City, upon request.

The OUTSIDE COUNSEL is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The OUTSIDE COUNSEL shall promptly notify the City of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

**SEVERABILITY.** If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

**NO WAIVER OF CONTRACTUAL RIGHT.** No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of the City to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of the City's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

**PUBLIC RECORDS.** Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the OUTSIDE COUNSEL, the OUTSIDE COUNSEL understands and acknowledges that the City is a governmental entity subject to the State of Louisiana Open Meetings Act.

**ORGANIZATION STATUS AND AUTHORITY.** The OUTSIDE COUNSEL represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Louisiana; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by the OUTSIDE COUNSEL has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the OUTSIDE COUNSEL, any provision of any indenture, agreement or other instrument to which the OUTSIDE COUNSEL is a party, or by which the OUTSIDE COUNSEL's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

**RECORDS AND AUDITS.** The OUTSIDE COUNSEL shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate

to this Agreement. Any audit, inspection, or interview pursuant to this section shall be limited to books, records, and factual matters pertaining solely to the engagement of OUTSIDE COUNSEL by the City and the services provided pursuant to any engagement subject to this Agreement. The OUTSIDE COUNSEL shall retain such records, and shall make available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request.

**FORCE MAJEURE.** OUTSIDE COUNSEL shall not be deemed in default hereunder, or be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause.

**SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**CITY LIABILITY.** The City shall have no liability except as specifically provided in this Agreement.

**INDEMNIFICATION.** The OUTSIDE COUNSEL shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees from and against any and all suits, claims, liabilities, damages (consequential or otherwise), or losses brought for bodily injury or damage to property (including attorneys' fees) that arise or are alleged to have arisen as a result of any conduct, whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the services required hereunder, by the OUTSIDE COUNSEL, its subcontractors, agents or employees, excepting those losses or damages directly caused solely by the acts, errors, or omissions of the City or any of its officers, agents or employees. This indemnification shall survive the expiration or termination of this Agreement. The OUTSIDE COUNSEL expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the OUTSIDE COUNSEL shall in no way limit the OUTSIDE COUNSEL's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. The OUTSIDE COUNSEL acknowledges that the City has no obligation to provide legal counsel or defense to the OUTSIDE COUNSEL, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the

OUTSIDE COUNSEL as a result of or relating to obligations under this agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against the OUTSIDE COUNSEL or its subcontractors or employees as a result of or relating to the OUTSIDE COUNSEL's obligations hereunder.

This section does not apply to any claim of professional liability against OUTSIDE COUNSEL on behalf of the City, or its elected and appointed officials, officers, agents and employees. Any such claim will be governed by the legal principles applicable to a professional liability claim against a lawyer or a law firm, unaffected by this Agreement. The OUTSIDE COUNSEL shall immediately notify the City c/o City Attorney; 1244 Texas Ave., Shreveport, LA 71101, of any claim or suit made or filed against the OUTSIDE COUNSEL or its subcontractors regarding any matter resulting from or relating to the OUTSIDE COUNSEL's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

GOVERNING LAW, JURISDICTION AND VENUE. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Louisiana, located in Caddo Parish, LA, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Louisiana, located in Caddo Parish, LA.

#### Article VI. INSURANCE

The OUTSIDE COUNSEL shall not commence any work under this agreement until it has obtained all insurance required hereunder. Contemporaneous with the execution of this Agreement, OUTSIDE COUNSEL shall furnish the City's Risk Manager a Certificate of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Shreveport.

If any of the insurance requirements are non-renewed at the expiration dates of any policy, payment to the OUTSIDE COUNSEL may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the OUTSIDE COUNSEL.

The OUTSIDE COUNSEL shall maintain, at its expense, at minimum, the following insurance coverage during the life of the Agreement and for at least (3) years from the termination or expiration of this agreement: PROFESSIONAL LIABILITY: \$1,000,000 Each Occurrence / Aggregate

D. Each certificate or policy shall require and state in writing the following clauses:

1. "Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Shreveport Risk Manager" by registered mail, return receipt requested to the following address:

The undersigned represent that they are authorized to enter into this Retention Agreement. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

Remainder of this page intentionally left blank.  
Signatures appear on the following page.

**CLIENT:**  
THE CITY OF SHREVEPORT

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Signature

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Date

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Mayor Adrian Perkins

**ATTORNEY:**  
KENNETH ANTEE, JR.  
A PROFESSIONAL LAW CORPORATION

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Signature

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Date

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Kenneth Antee, Jr.