



# CITY OF SHREVEPORT SUPPLEMENTAL CONTRACT TERMS

THE FOLLOWING SHALL BE INCORPORATED INTO ALL CONTRACTS TO WHICH THE CITY OF SHREVEPORT IS A PARTY.

1. **Applicable Law:**  
Pursuant to La. R.S. 9:2778, the Agreement/Contract and its enforcement shall be governed by the laws of the State of Louisiana, without reference to conflict of law provisions that may refer the resolution of such dispute to laws of another state for decision.
2. **Venue:**  
In accordance with La. R.S. 9:2778, the venue of any litigation arising under the Agreement/Contract shall be in the First Judicial Caddo District Court, Caddo Parish, Louisiana or the United States District Court for the Western District of Louisiana.
3. **Public Property Not Subject to Seizure:**  
Article XII, Section 10 of the Louisiana Constitution provides, "no public property or public funds shall be subject to seizure."
4. **Financial Records Related to Agreement/Contract:**  
Pursuant to City of Shreveport Code of Ordinances, Ch. 26, Art. VI., Div. 1, Sec. 26-217, the following provisions shall be included in every written contract to which the CITY is a party:
  - a) COMPANY agrees to maintain financial records pertaining to all matters relative to the AGREEMENT in accordance with standard accounting principles and procedures and retain all of its records and support documentation applicable to the AGREEMENT 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, and
  - b) COMPANY shall permit the audit, by the CITY or its designated representative, of all its records relative to the AGREEMENT at any time upon such notice as specified therein.
  - c) If COMPANY is not located within Caddo or Bossier Parish, in the event of an audit COMPANY shall 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 the records delivered to be incomplete the COMPANY shall pay the CITY'S representative's costs to travel to the COMPANY'S offices to audit or retrieve the complete records.
5. **Agreement/Contract Record Keeping:**  
Pursuant to Shreveport City Code Sec. 26-219 the Purchasing Agent shall request and obtain information pursuant to City Code Sec. 26-218(c) prior to making payment to the COMPANY, contractor or vendor.
6. **No Additional Costs or Charges Without Notice to City:**  
Any provision of the Agreement/Contract which allows COMPANY to charge amounts in excess of those specifically stated in Agreement/Contract shall apply only when COMPANY has notified City in advance before the work is done/charges incurred that such work or circumstances will result in increased charges, and the amount thereof, and City has agreed in writing to the maximum amount of additional charges.
7. **All Agreement/Contract Changes Shall Be In Writing and Signed By All Parties:**  
All Agreement/Contract changes or revisions shall be in writing and signed by all parties. Verbal agreements are not enforceable.
8. **Public Records:**  
Any requirements of confidentiality contained in the Agreement/Contract are subject to the Public Records Law (La. R.S. 44:1.1, et. seq.) of the State of Louisiana.
9. **Indemnity:**  
COMPANY agrees to indemnify, release, defend, and hold City, and all of its members, officers, agents and employees, harmless of and from any and all liability, claims, demands, suits, or cause(s) of action which may arise out of or result from, or in connection with the Agreement/Contract.
10. **Non-Appropriation**  
In the event sufficient funds for the performance of this agreement are not appropriated by the City Council of the City of Shreveport in any fiscal year covered by this contract, this agreement may be terminated by the city, without penalties, by giving notice to Contractor of such facts and the City's intention to terminate its financial obligation.
11. **Severability:**  
In the event any provision or item of the Agreement/Contract or this Attachment is held invalid or unenforceable by any court, such invalidity shall not affect other provisions or items of the Agreement/Contract which can be given effect without the invalid provisions or items, and to this end, the provisions of the Agreement/Contract are hereby declared severable.

Name of Organization:

Contract Type/Title:

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_