

RES 152

Authorizing an amendment to the cooperative endeavor agreement between the City of Shreveport and Sustainability Partners, LLC ("SP") to allow SP to operate, maintain, and monitor automated water meters, and otherwise providing with respect thereto.

**FACT SHEET****CITY OF SHREVEPORT,  
LOUISIANA**

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<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>ORIGINATING DEPARTMENT</u></b>
<b>A RESOLUTION AUTHORIZING AN AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND SUSTAINABILITY PARTNERS, LLC (“SP”) TO ALLOW SP TO OPERATE, MAINTAIN, AND MONITOR AUTOMATED WATER METERS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.</b>	11/22/2023	<b>WATER AND SEWERAGE</b>
		<b><u>COUNCIL DISTRICT</u></b>
		ALL
		<b><u>SPONSOR</u></b>

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**PURPOSE**

This resolution authorizes the Mayor to execute an amendment to the December 27, 2022 Cooperative Endeavor Agreement between the City of Shreveport and Sustainability Partners, LLC. This amendment will allow SP to operate, maintain, and monitor automated water meters for the City of Shreveport.

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**FINANCES****TIMETABLE**

Introduction: November 28, 2023  
Final Passage: December 12, 2023

**ATTACHMENT(S)**

Exhibit A

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**SPECIAL PROCEDURAL REQUIREMENTS****ALTERNATIVES**

(1) Adopt the resolution as submitted, or (2) Amend the resolution, or (3) Reject the resolution.

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**RECOMMENDATION**

Approval of this ordinance is recommended.

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**FACT SHEET PREPARED BY:** Edward F. Jones  
Assistant City Attorney

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**RESOLUTION NO. \_\_\_\_ OF 2023**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND SUSTAINABILITY PARTNERS, LLC (“SP”) TO ALLOW SP TO OPERATE, MAINTAIN, AND MONITOR AUTOMATED WATER METERS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport and Sustainability Partners, LLC (“SP”) entered into a Cooperative Endeavor Agreement on December 27, 2022; and

**WHEREAS**, the City of Shreveport and SP desire to amend that Cooperative Endeavor Agreement to allow SP to operate, maintain, and monitor automated water meters for the City of Shreveport; and

**WHEREAS**, the amendment to the Cooperative Endeavor Agreement serves a public purpose; and

**WHEREAS**, the implementation of an automated water meter system will result in cost savings to the City of Shreveport and its citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the Mayor is authorized to execute an amendment to the December 27, 2022 Cooperative Endeavor Agreement between the City of Shreveport and SP to allow SP to operate, maintain, and monitor automated water meters for the City of Shreveport;

**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**

October 27, 2023

**Via Email**

City of Shreveport  
Department of Water & Sewerage  
505 Travis St., Suite 580  
Shreveport, LA 71101

**RE: Service Addendum for City of Shreveport Water Meter Project**

Our mission as a public benefit company is to ensure a faster procurement process, expedited installation, higher quality, long-lasting equipment, and the lowest cost of use for the City of Shreveport. Please find enclosed: (1) an updated Service Addendum for Shreveport's water meter project; (2) ACH Agreement; and (3) a Duly Authorized Representation Agreement. There is no financial obligation until the Notice to Proceed is fully executed.

To summarize the Service Addendum, it provides the following:

Agreement Term	Monthly	
Equipment/Product Description – Water Meters and Equipment	(Qty. 55,142) ALD FlowIQ 2200 5/8" x 3/4" x 7 1/2" Composite (Qty. 7,015) ALD FlowIQ 2200 3/4" x 7 1/2" Composite (Qty. 11,719) ALD FlowIQ 2200 1" x 10 3/4" SS (Qty. 1,410) ALD FlowIQ 3200 1.5" x 13" SS (Qty. 2,308) ALD FlowIQ 3200 2" x 17" SS (Qty. 337) ALD FlowIQ 3200 3" x 12" SS (Qty. 307) ALD FlowIQ 3200 4" x 14" SS (Qty. 127) ALD FlowIQ 4200 6" (Qty. 25) ALD FlowIQ 4200 8" (Qty. 16) ALD FlowIQ 4200 10" (Qty. 2) ALD FlowIQ 4200 12" (Qty. 20) AMI RF Collector Standard Set	
Usage Measure	Number of meters in the collective metering system, reported monthly via the READY software platform	
Usage Rates	ALD FlowIQ 2200 5/8" x 3/4" x 7.5" Composite ALD FlowIQ 2200 3/4" x 7.5" Composite ALD FlowIQ 2200 1" x 10 3/4" SS ALD FlowIQ 3200 1.5" x 13" SS ALD FlowIQ 3200 2" x 17" SS ALD FlowIQ 3200 3" x 12" SS ALD FlowIQ 3200 4" x 14" SS ALD FlowIQ 4200 6" ALD FlowIQ 4200 8" ALD FlowIQ 4200 10" ALD FlowIQ 4200 12" AMI RF Collector Standard Set	\$5.95 \$5.95 \$8.30 \$21.59 \$25.86 \$48.66 \$68.24 \$95.55 \$140.56 \$182.95 \$255.05 \$566.23
Estimated Monthly Usage Rate Payment (excluding MMC/MMR)	\$625,195	

Monthly costs of insurance, AMI Network Services, SpryEngage/ SpryIDM Customer Portal and Leak Detection Software	\$43,199
Estimated Total Monthly Payment (excluding MMC/MMR)	\$668,393

Please contact us if you have any questions or need any additional information. Your trust in us is our highest priority.

Thank you.

## Exhibit 2

### Service Addendum

This Document. This document, Ref #1052-002, (“Service Addendum”) is entered into as of the Effective Date set forth below by and between the City of Shreveport, LA (“Customer”) and Shreveport Meters 2023, LLC (“SP Entity”).

General Terms. The “General Terms” referred to herein are those General Terms set forth in Exhibit 1 to that certain Cooperative Endeavor Agreement (the “CEA”), dated as of December 27, 2022 between Sustainability Partners, LLC (“SP”) and Customer, in the attached form on the effective date of the CEA, without giving effect to any amendments, waivers, or any other modifications. The “Notice to Proceed” and the “Certificate of Acceptance” referred to herein are those attached to the CEA as Exhibit 3 and Exhibit 4, without giving effect to any amendments, waivers, or any other modifications.

This Agreement. Each unique combination of General Terms, Service Addendum, Notice to Proceed and Certificate of Acceptance constitutes a standalone binding agreement between Customer and SP Entity. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms.

Type of Addendum (Rights Fee/ IaaU /IaaS): **IaaS**

If type is Rights Fee then revenue sharing source is: N/A

If type is IaaS, this Addendum is a critical supplier of services agreement, limited to the design, engineering, permitting, repair, maintenance, remodeling, renovation, modernization, or construction of an existing facility at the Location and does not involve a change or increase in the size, type, or extent of the facility.

The “LOCATION”:	Various locations throughout the City of Shreveport	Venue Jurisdiction:	LA
Type (Rights Fee/IaaS/Connect Fee):	N/A	\$ Amount:	N/A
		Trigger:	N/A

#### The “USA SERVICE”

Unit “Id #”	Quantity	Description of USA service components (the “Units”)	\$ Installation Limit / Each (includes materials + installation)
* A *	55,142	ALD FlowIQ 2200 Water Meter 25 GPM $\frac{5}{8}$ ” x $\frac{3}{4}$ ” x 7 $\frac{1}{2}$ ” (1” thread) Composite	\$447
* B *	7,015	ALD FlowIQ 2200 Water Meter 25 GPM $\frac{3}{4}$ ” x 7 $\frac{1}{2}$ ” (1” thread) Composite	\$447
* C *	11,719	ALD FlowIQ 2200 Water Meter 55 GPM 1” x 10 $\frac{3}{4}$ ” ( $\frac{5}{4}$ ” thread) SS	\$623
* D *	1,410	ALD FlowIQ 3200 Water Meter 120 GPM 1 $\frac{1}{2}$ ” (fl) x 13” SS	\$1,620
* E *	2,308	ALD FlowIQ 3200 Water Meter 160 GPM 2” (fl) x 17” SS	\$1,941
* F *	337	ALD FlowIQ 3200 Water Meter 350 GPM 3” (fl) x 12” SS	\$3,652
* G *	307	ALD FlowIQ 3200 Water Meter 700 GPM 4” (fl) x 14” SS	\$5,122
* H *	127	ALD FlowIQ 4200 Water Meter 6”	\$7,172
* I *	25	ALD FlowIQ 4200 Water Meter 8”	\$10,550
* J *	16	ALD FlowIQ 4200 Water Meter 10”	\$13,732
* K *	2	ALD FlowIQ 4200 Water Meter 12”	\$16,892
* L *	20	AMI RF Collector Standard Set	\$42,500
		<b><u>Add-On Meters After Above Installation</u></b>	
* M *	TBD at NtP	Water Meter $\frac{5}{8}$ ” x $\frac{3}{4}$ ” x 7 $\frac{1}{2}$ ”	TBD at NtP
* N *	TBD at NtP	Water Meter $\frac{3}{4}$ ” x 7 $\frac{1}{2}$ ”	TBD at NtP
* O *	TBD at NtP	Water Meter 1” x 10 $\frac{3}{4}$ ”	TBD at NtP
* P *	TBD at NtP	Water Meter 2”	TBD at NtP

* Q *	TBD at NtP	Water Meter 3"	TBD at NtP
* R *	TBD at NtP	Water Meter 4"	TBD at NtP
* S *	TBD at NtP	Water Meter 6"	TBD at NtP
* T *	TBD at NtP	Water Meter 8"	TBD at NtP
* U *	TBD at NtP	Water Meter 10"	TBD at NtP
* V *	TBD at NtP	Water Meter 12"	TBD at NtP

### The Term

"Initial Term":	1	Month/Years	M	"Additional Term":	1	Month/Years	M
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### USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup
"Capacity"	is Capacity Base * Usage Rate

Unit Id #	SP Initial Funding Entity?	Rights Fee?	Full Capacity / Meters	How Usage Unit will be measured	Usage Unit	Usage Rate	Availability	
							Unit	Rate
* A *	Yes	No	100,000	number of meters in the Collective Metering System reported monthly via the READY software platform	meter	\$5.95	N/A	N/A
* B *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$5.95	N/A	N/A
* C *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$8.30	N/A	N/A
* D *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$21.59	N/A	N/A
* E *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$25.86	N/A	N/A
* F *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$48.66	N/A	N/A
* G *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$68.24	N/A	N/A
* H *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$95.55	N/A	N/A
* I *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$140.56	N/A	N/A
* J *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$182.95	N/A	N/A
* K *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$225.05	N/A	N/A
* L *	Yes	No	same as Id #A	same as Id #A	same as Id #A	\$566.23	N/A	N/A
* M *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A

* N *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* O *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* P *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* Q *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* R *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* S *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* T *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* U *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A
* V *	Yes	No	same as Id #A	same as Id #A	same as Id #A	TBD at NtP	N/A	N/A

“Expected Use” of Full Capacity (monthly):	=	78%	“Lowest Expected Use” of Full Capacity (monthly):	=	75%
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Customer’s signatory is authorized to approve up to the following for increases to the Usage Rate:

Scope Contingency:	=	10%	Underwriting Contingency	=	5%	Supply Chain Contingency:	=	15%
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“Price Index”

“Price Index” (select one)	=	Other	<a href="#">U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0)</a> <a href="#">U.S. PPI - Commercial machinery repair &amp; maintenance (PCU81138113)</a> Other: = <b>1.00% Annually</b>	
USA Payment “% Eligible for Index”	=	100% of Usage	Credited to:	Usage in USA Payment

INSTALLATION MATTERS

“Installation Limit”: \$	See “USA SERVICE” Table above	“Completion Target”:	36	Months	Monthly “Carrying Charge”:	0.85%
Rates include installation rehab budget of:		\$6,000,000	“Resiliency Trigger”:		N/A	

**Approved Installation Contractors:** Contracting Party shall be SP Entity or Customer (S/C) S

Utility Metering Solutions (UMS)	ETEC Services Inc.

**Approved MMC – MMR Providers:** Contracting Party shall be SP Entity or Customer (S/C) S

Utility Metering Solutions (UMS)	ETEC Services Inc.

**Approved Resiliency Providers:**

N/A	

**PAYMENT DEFERRAL TERMS**

Defer USA Payments by:	0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:		N/A	Starting month # for Deferred Catchup:	N/A	

**OTHER APPLICABLE TERMS**

	Actual	SP Suggested				
<b>MMC Reserve</b>	TBD at NtP		Per ( <u>M</u> onth/ <u>Y</u> ear)	M	Starting month # after Install Date	1
<b>MMR Reserve</b>	TBD at NtP		Per ( <u>M</u> onth/ <u>Y</u> ear)	M	Starting month # after Install Date	1

Disposition:	Upon termination perform Assignment of ownership or grant Sole Use License? (A/L)			A
Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No			No
MMC Agreement:	Will Customer source and contract for Unit(s) maintenance and renewal services. Yes/No			No
Taxes and Fees	Administration Fee	\$0	Direct bill or prorate all fees to monthly USA Payment? Direct/Prorate	Direct
Right of Return	Does Customer have a RoR (per Section 14.1 of the General Terms)?			No
Return Limit %	10%	If RoR is Yes, then # of months after the USA Start Date the RoR applies to:		N/A

**Additional Terms: The following terms shall control over any conflicting terms in the Contract:**

1. The Louisiana Constitution of 1974, as amended, in Article VII, Section 14(C), provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual.
2. The Louisiana Constitution of 1974, as amended, in Article IX, Section 1 provides that the natural resources of the state, including air and water, and the healthful, scenic, historic, and esthetic quality of the environment shall be protected, conserved, and replenished insofar as possible and consistent with the health, safety, and welfare of the people.
3. This project is for the public purpose of monitoring the water the Customer provides to its citizens that comports with the Customer's governmental purpose for which the Customer has the legal authority to pursue.
4. The Customer has a demonstrable objective, and reasonable expectation of receiving a benefit or value at least equivalent to the amount expended, as the USA Payments are for significant improvements to the Locations in the form of water meters that are utilized by the Customer's citizens and improve the natural resources of the state and the healthful, scenic, historic, and esthetic quality of the environment, consistent with the health, safety, and welfare of the people.
5. The USA Payments are not gratuitous because the Customer is using and operating the Units.
6. The USA Payment shall be made pursuant to the Authorization Agreement for direct ACH debits and credits.
7. Venue for any dispute shall take place in a federal court in Louisiana.

8. As set forth above, the current Usage Rates include a \$6,000,000 rehab budget for the SP Entity to use for the successful completion of the project. In the event that additional rehab funds are needed pursuant to the SP Entity's forecast of the project, the SP Entity is authorized to proceed with utilizing additional rehab funds in \$1,000,000 increments. The SP Entity will provide Customer written notice for each \$1,000,000 increment needed. For each additional \$1,000,000 funded, Customer agrees to the following table that sets forth the adjusted Usage Rates for the Units provided that the number and size of the meters do not change from the initial scope. Pursuant to Section 11.1 in the CEA, the Usage Rates will be modified to reflect any unused rehabilitation budget.

Equipment	Qty	Usage Rate (\$7m	Usage Rate (\$8m
		Rehab budget)	Rehab budget)
ALD FlowIQ 2200 Water Meter 5/8" X 3/4" X 7.5" (1" Thread) Composite 25 GPM	55,142	\$6.05	\$6.14
ALD FlowIQ 2200 Water Meter 3/4" X 7.5" (1" Thread) Composite 25 GPM	7,015	\$6.05	\$6.14
ALD FlowIQ 2200 Water Meter 1" x 10-3/4" (5/4" Thread) SS 55 GPM	11,719	\$8.43	\$8.56
ALD FlowIQ 3200 Water Meter 1.5" (fl) x 13" SS 120 GPM	1,410	\$21.93	\$22.27
ALD FlowIQ 3200 Water Meter 2" (fl) x 17" SS 160 GPM	2,308	\$26.27	\$26.68
ALD FlowIQ 3200 Water Meter 3" (fl) x 12" SS 350 GPM	337	\$49.43	\$50.20
ALD FlowIQ 3200 Water Meter 4" (fl) x 14" SS 700 GPM	307	\$69.32	\$70.40
ALD FlowIQ 4200 Water Meter 6"	127	\$97.06	\$98.58
ALD FlowIQ 4200 Water Meter 8"	25	\$142.78	\$145.00
ALD FlowIQ 4200 Water Meter 10"	16	\$185.85	\$188.74
ALD FlowIQ 4200 Water Meter 12"	2	\$228.61	\$232.17
AMI RF Collector Standard Set	20	\$575.19	\$584.14

9. The following shall supersede and replace Section 10.2: "The Initial Term will automatically extend for successive Additional Terms, unless Customer has given SP Entity written nonrenewal notice at least 30 days prior to the applicable Additional Term. So long as there have been no Payment Defaults within the past 12 months and installation of all the Units has been completed, the Customer notice of nonrenewal serves as notice for a Customer's termination for convenience of this agreement."
10. Expected Use at Full Capacity is defined as the maximum number of additional connections that the project, as configured, could accommodate before incremental equipment (i.e., collectors) would be needed. Based on the current project scope of 78,408 total meters and 20 collectors, SP estimates the total number of meters per collector to be approximately 3,920 given the layout and geographic footprint of City of Shreveport.
11. Customer's monthly invoices shall include recurring costs not included in the above Usage Rates for the general and property liability insurance for the project, currently in the amount of \$6,595, the SpryEngage and SpryIDM Customer Portal, currently in the amount of \$11,984, the AMI Network Services, currently in the amount of \$11,735, and the Leak Detection Software, currently in the amount of \$12,885.

Effective Date: \_\_\_\_\_, 2023

**Customer:**

City of Shreveport, LA

By: \_\_\_\_\_

Name: Tom Arceneaux

Title: Mayor

**SP Entity:**

Shreveport Meters 2023, LLC

By: Sustainability Partners Services LLC, its Manager

By: \_\_\_\_\_

Name: Thomas Cain

Title: CEO

**ACH Agreement**

**This Document:** ACH Agreement for CEA, effective as of December 27, 2022 for the SP Entity: **Shreveport Meters 2023, LLC**

RE: **ACH Agreement** for Customer: **Shreveport, LA**

Customer authorizes the SP Entity to use the Automated Clearing House network for all Customer payments.

The Customer hereby authorizes the SP Entity to initiate CCD (cash concentration and disbursement) debit or credit entries upon the SP Entity request via Automated Clearing House (ACH) to or from Customer Bank Account held at the depository financial institution named below (the "Depository"). Customer authorizes the SP Entity to debit the account from time to time to satisfy any USA Payment or Disposition Fee payable to the SP Entity in accordance with the Agreement and such amount may vary but shall never exceed the amount payable.

Parties acknowledges that the origination of ACH transactions to Customer account by the SP Entity must comply with the provisions of U.S. law.

Should an ACH transaction encounter an insufficient fund or ACH cancellation the Customer agrees to a 4% transaction fee on the USA Payment per instance.

Customer agrees that the SP Entity reserves the right to request that USA Payment be made by other generally accepted funds transfer mechanisms such as Federal Wire and SP Entity reserves all rights and remedies available under the Agreement.

**ACH Instructions:**

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Bank Account Title \_\_\_\_\_

Bank Account Type: Checking \_\_\_\_ Savings \_\_\_\_

Routing # \_\_\_\_\_ Bank Account # \_\_\_\_\_

**\*\*\*\*Please include an image of a voided check with this ACH Agreement for verification\*\*\*\***

Please indicate if this is a new Agreement or a change of a previous Agreement: NEW X CHANGE \_\_\_\_ (By marking this as a change of an existing Agreement, Customer hereby gives Notice to terminate use of any previously given ACH instructions and authorize SP Entity to use the ACH instructions herein from the date of this Agreement until its termination.)

This authorization is to remain in full force and effect until SP Entity has received Notice from the Customer of its termination in such time and manner as to afford SP Entity and Depository a reasonable opportunity to act on such notification. Customer releases SP Entity and its affiliates, agents and representatives from all liability for their compliance with these instructions.

Customer understands that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, or Uniform Commercial Code Article 4A.

**Customer:**

**Shreveport, LA**

FEIN: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tom Arceneaux

Title: Mayor

**SP Entity:**

**Shreveport Meters 2023, LLC**

By: Sustainability Partners Services LLC, its Manager

By: \_\_\_\_\_

Name: Adam T. Cain

Title: COO

## DULY AUTHORIZED REPRESENTATION AGREEMENT

The parties to this Duly Authorized Representation Agreement (“Agreement”) are the City of Shreveport, LA (“**Customer**”) and Shreveport Meters 2023, LLC (“**SP**”).

This Agreement is an independent, material representation, assurance, and warranty by Customer to SP upon which SP relies to separately enter into a Cooperative Endeavor Agreement (fully executed as of 12/27/2022), the Service Addendum Ref #1052-002, and a Notice to Proceed (collectively referred to herein as the “CEA”) with Customer for the Customer’s water meter project.

Customer represents, assures, and warrants that all necessary CEA due diligence, reviews, and approvals have been obtained and completed by Customer and the CEA has been duly authorized by all necessary governing bodies, representatives, or Customer personnel, such that the Customer has full legal authority to execute the CEA with SP. Furthermore, Customer represents, assures, and warrants that Customer is fully empowered, and legally bound and responsible, to perform its obligations under the CEA in accordance with the terms therein and applicable laws (including with any articles, charter, local rules, regulatory provisions, or other organizational documents or authorities applicable to Customer).

Customer shall hold harmless SP, and SP shall be entitled to any damages for any breach of this Agreement by Customer. Each party will bear its own costs for any disputes arising under this Agreement, provided that a prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Notwithstanding anything to the contrary provided for in this Agreement or the CEA, the terms of this Agreement are independent promises, assurances, and warranties and shall survive any termination or voiding of the CEA, regardless of cause or purpose.

This Agreement is entered into by and between the undersigned parties for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of \_\_\_\_\_, 2023.

City of Shreveport, LA

Shreveport Meters 2023, LLC

**By:** \_\_\_\_\_  
Name: Tom Arceneaux  
Title: Mayor  
Phone: (316) 673-5050  
E-Mail: tom.arceneaux@shreveportla.gov  
Address: 505 Travis St., Suite 200  
Shreveport, LA 71101

**By:** \_\_\_\_\_  
Name: Thomas Cain  
Title: CEO  
Phone: (480) 840-0400  
E-Mail: tcain@s.partners  
Date: \_\_\_\_\_, 2023