

TITLE	DATE	ORIGINATING DEPT./DIV. OFFICE OF THE CITY ATTORNEY SPONSOR OR COUNCIL MEMBER
A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	4/6/22	

PURPOSE

To authorize the execution of a Retainer Agreement with Scott J. Chafin, to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to the consent decree.

All**BACKGROUND INFORMATION**

The City desires to retain the services of Scott J. Chafin, to provide legal advice, counsel and representation to the City on certain matters related to the consent decree. Scott J. Chafin will be compensated 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

TIMETABLE

Introduction: **April 12, 2022**
 Final Passage: **April 26, 2022**

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES**SOURCE OF FUNDS**

None | NA

CONCLUSION**FACT SHEET PREPARED BY:** Ronald F. Lattier, City Attorney

RESOLUTION NO. 53 OF 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the City of Shreveport (“City”) desires to retain the services of Scott J. Chafin to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to certain matters involving the consent decree; and

WHEREAS, the Office of the City Attorney recommends the employment of such special legal counsel to advise, counsel and represent the City in these matters pursuant to Section 8.03 of the City Charter.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a Retainer Agreement with Scott J. Chafin, Attorney at Law, to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council on January 11, 2022.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney’s Office

CONSENT DECREE LITIGATION

This Retention Agreement (hereinafter this “Agreement”) is entered into by and between The City of Shreveport (“Shreveport”) and Scott J. Chafin (“Outside Counsel”), effect as of _____, 2022. on this _____ day of _____ 2022, by and between the City of Shreveport, a duly organized

RECITALS

WHEREAS, the City is to retain the services of Scott J. Chafin as outside counsel to provide legal advice, counsel and representation in connection with certain matters related to the consent decree.

WHEREAS, Scott J. Chafin desires to accept such engagement.

IT IS THEREFORE AGREED between the City of Shreveport and Scott J. Chafin that:

Scott J. Chafin will provide legal advice, counsel, and representation to the City of Shreveport in connection with certain matters related to the consent decree as requested by from time to time by the City Attorney.

In consideration of performing said services and advancing necessary costs and expenses required to fulfill his responsibilities, it is hereby agreed that Scott J. Chafin shall be compensated with 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

In addition to the attorney fee, Scott J. Chafin will advance all costs of representation. It is also agreed that if recovery is made on the City of Shreveport’s behalf, the City of Shreveport will repay the costs and expenses from the funds recovered, and Scott J. Chafin is hereby authorized to make direct disbursements for such expenses, costs and advances from any settlement or judgment funds. It is understood and agreed that the repayment by the City of Shreveport of the costs and expenses is contingent upon the outcome of the City of Shreveport’s case. The City of Shreveport will not be responsible for payment of these costs and expenses if there is no recovery on the City of Shreveport’s behalf.

Subject to the prior written approval of the City Attorney, Scott J. Chafin shall be authorized to

retained outside experts or consultants, the services of which are necessary to aid Scott J. Chafin in fulfilling its obligations and responsibilities to the City of Shreveport hereunder.

Scott J. Chafin agrees that at no time shall he or any Partner, Associate or employee associated with any firm to which he is associated, with will utilize against the City of Shreveport, its officers, employees, and agents, in litigation or otherwise, information of any nature or kind obtained directly or indirectly from or as a consequence of its representation of City of Shreveport.

This Agreement may be terminated in whole or in part by either party at any time by notifying the other in writing at least thirty (30) days prior to the effective date of such termination.

The parties expressly acknowledge and agree that in entering into this Agreement, that no party shall be liable to the other for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further that under the provisions of LSA-R.S. 23:1034, person employed by either party to this Agreement shall be considered an employee of the other party to the other party to this Agreement.

This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required by either party to this Agreement, the same shall not be unreasonably or arbitrarily withheld.

No failure of either party to this Agreement 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 of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with terms hereof.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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 and to this end the Agreement is hereby declared severable.

This Agreement shall constitute the entire agreement between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral.

The City of Shreveport specifically acknowledges that Scott J. Chafin is only representing the City of Shreveport in connection with the certain matters described above. If the City of Shreveport desires representation in any other matter, a separate contract must be signed. In the absence of such a contract, Scott J. Chafin will have no responsibility or liability to the City of Shreveport for any other legal matters resulting from this accident or any other incident.

The City of Shreveport acknowledges reading this agreement in its entirety and agrees to and understands the terms and conditions set forth herein. The City of Shreveport acknowledges that there are no other terms or oral agreements existing between Scott J. Chafin and the City of Shreveport. This agreement may not be amended or modified in any way without the prior written consent of Scott J. Chafin and the City of Shreveport. The City of Shreveport acknowledges receipt of a copy of this agreement at the time of execution of this agreement.

(Remainder of page intentionally left blank)