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**AMENDMENT NO. 1 TO RESOLUTION NO. 24 OF 2022**

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**RESOLUTION NO. 24 OF 2022**

**AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL  
TO REPRESENT THE CITY OF SHREVEPORT, AND TO  
OTHERWISE PROVIDE WITH RESPECT THERETO.**

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**AMENDMENT PROPOSED BY:**

Danielle N. Brown

**INSTRUCTIONS:**

Delete and remove from the files the original proposed Resolution No. 24 of 2022 and substitute the attached **Amendment No. 1 to Resolution No. 24 of 2022.**

**EXPLANATION OF THE AMENDMENT :**

This amendment now includes a retainer agreement and corrects typos in the fact sheet.

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

**TITLE**

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto.

**DATE**

February 16, 2022

**ORIGINATING DEPARTMENT**

Office of the City Attorney

**COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**

To authorize the Mayor to execute a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, to provide legal advice, counsel, and representation to the City of Shreveport (“City”) on a contingency basis, on matters involving water and sewer related to initiating an action of recovery under the 2007-2017 contract with Pratt Paper (LA), LLC (“Pratt”), and other matters concerning litigation.

**BACKGROUND INFORMATION**

The City desires to retain the services of J. Marshall Jones, Jr., to provide legal advice, counsel, and representation to the City on matters related to water and sewer throughout this agreement.

The law firm will be compensated 25% of the gross proceeds of recovery by settlement or judgment solely for claims arising from Water & Sewerage sums due the City under the 2007-2017 City-Pratt contract for the water and sewer undercharges to Pratt.

**TIMETABLE**

Introduction: February 22, 2022  
Final Passage: March 8, 2022

**ATTACHMENT(S)**

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCE**

S  
NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the Council adopt the resolution.

**FACT SHEET PREPARED BY:**

Manushka Gracia-Desgage,  
Assistant City Attorney

RESOLUTION NO. 24 OF 2022

**AUTHORIZING THE EMPLOYMENT OF LEGAL COUNSEL TO REPRESENT THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport (“City”) is involved in matters related to water and sewerage; and

**WHEREAS**, the City desires to retain J. Marshall Jones, Jr., Attorney at Law, to provide legal advice, counsel, and representation in connection with matters related to water and sewerage involving sums due to the city under the 2007-2017 City-Pratt contract, and other matters concerning litigation; and

**WHEREAS**, the Office of the City Attorney recommends that the law firm be retained for this purpose, 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 J. Marshall Jones, Jr., Attorney at Law, to provide legal representation, counsel, and advice to the City of Shreveport in connection with water and sewer matters.

**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 application of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be 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

**RETENTION AGREEMENT FOR  
2007-2017 CITY-PRATT CONTRACT LITIGATION**

This Retention Agreement (hereinafter this “Agreement”) is entered into by and between The City of Shreveport (“Shreveport”) and J. Marshall Jones, Jr. (“Outside Counsel”), effective 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 J. Marshall Jones, Jr. as outside counsel to provide legal advice, counsel, and representation in connection with matters related to the 2007-2017 City-Pratt contract.

**WHEREAS**, J. Marshall Jones, Jr. desires to accept such engagement.

**IT IS THEREFORE AGREED** between the City of Shreveport and J. Marshall Jones, Jr. that:

J. Marshall Jones, Jr. will provide legal advice, counsel, and representation to the City of Shreveport in connection with matters related to the 2007-2017 City-Pratt contract 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 J. Marshall Jones, Jr. shall be compensated with 25% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the 2007-2017 City-Pratt contract.

In addition to the attorney fee, J. Marshall Jones, Jr. 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 J. Marshall Jones, Jr. 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, J. Marshall Jones, Jr. shall be authorized to retain outside experts or consultants, the services of which are necessary to aid J. Marshall Jones, Jr. in fulfilling his obligations and responsibilities to the City of Shreveport hereunder.

J. Marshall Jones, Jr. 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 J. Marshall Jones, Jr. 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, J. Marshall Jones, Jr. 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 J. Marshall Jones, Jr., and the City of Shreveport. This agreement may not be amended or modified in any way without the prior written consent of J. Marshall Jones, Jr., 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)*