

PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into on the ____ day of June 2023 (the “Effective Date”), by and between, on the one hand, **The City of Pascagoula, Mississippi** (the “Client” or “City”), and, on the other hand, **Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC** (the “Law Firm”). Client and Law Firm may be severally referred to as a “Party” or collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Client is a municipality operating under the council-manager plan of government established under Mississippi Code Section 21-9-1, et seq.;

WHEREAS, Law Firm is a law firm possessing the qualifications and capabilities necessary to provide legal services to the City; and

WHEREAS, Client desires to engage Law Firm to provide the services as described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and stipulations herein contained, the Parties do hereby mutually enter and agree to this Agreement as follows:

Section 1. Engagement. Client engages Law Firm to provide legal services as described in Section 2, and Law Firm accepts such engagement, and specifically designates Michael Moore as the attorney primarily responsible for providing said services. The Law Firm also authorizes Michael Moore to represent it in all aspects of its relationship with Client, including, but not limited to, agreeing to perform additional services under Section 2.2 and future amendments of this Agreement.

Section 2. Scope of Services.

2.1. Law Firm agrees to provide the following services under the flat fee arrangement described in Section 3 of this Agreement:

- Preparing, reviewing, amending, and/or approving as legally sufficient, any contractual documents presented to the City Council;
- Preparing, reviewing, amending, and/or approving as legally sufficient, any legislative documents considered by the City Council;
- Providing legal opinions on municipal procurement activities, when consulted;

- Providing legal opinions on federal and state grants, when consulted;
- Working with other assigned counsel (such as bond counsel, etc.), municipal departments, governmental agencies, and elected officials, as needed, to address legal inquiries;
- Attending work sessions and meetings with City Manager, City Council, and/or staff, when requested;
- Reporting to and receiving legal assignments from the City Manager and/or City Council;
- Providing advice and interpretation of municipal law as it applies to the City of Pascagoula, including federal law, state law, and local ordinances;
- Attending bi-monthly City Council meetings;
- Attending Pascagoula Planning Commission meetings, upon request;
- Representation of the City in limited administrative hearings and related negotiations, such as hearings before the City Council, Planning Commission, and Civil Service Commission; provided, however, that the flat fee compensation described in Section 3.1 does not extend to (i) termination appeals before the Civil Service Commission, (ii) any appeals to state court, or (iii) separate litigation relating to such hearings or appeals;
- Monitoring litigation in which Law Firm is not actively representing the City; and
- Maintaining a knowledge of legal issues brought to Law Firm's attention by the City Council and staff and be prepared to offer legal opinions thereon.

The scope of the Law Firm's services specifically excludes services pertaining to the issuance or maintenance of municipal bonds or annexation.

2.2. For all services outside the scope of Section 2.1, including litigation, Law Firm's compensation shall be based upon an hourly rate pursuant to Section 3 of this Agreement, and shall not be paid unless such services have been specifically authorized in advance by the City.

Section 3. Compensation.

3.1. For all services rendered by Law Firm under Section 2.1 of this Agreement, Client shall pay Law Firm an annual flat fee of \$125,000.00. Client shall pay the flat fee in equal monthly installments of \$10,416.66, which shall be placed on Client's docket of claims each month during the term of this Agreement.

3.2. For all services rendered by Law Firm under Section 2.2 of this Agreement, including litigation, Client shall pay Law Firm an hourly fee of \$175.00 for attorneys and \$100.00 for paralegals. Law Firm's billing for such hourly work shall be billed in one-tenth-of-an-hour increments. Client shall pay Law Firm such hourly fees within forty-five days of receipt of an invoice for such services.

3.3. Client agrees to reimburse Law Firm for reasonable expenses incurred providing the services listed in Section 2.1 and Section 2.2, including, but not limited to, reimbursement for travel mileage outside of Jackson County at the then-prevailing IRS rate and actual costs for copies, postage, filings fees, court costs, services of papers, deposition and transcription costs, and appraisals.

Section 4. Term and Termination.

4.1. The term of this Agreement shall commence on July 6, 2023 and shall continue for one (1) year therefrom. This Agreement may, by mutual consent of the Parties, be extended for four (4) additional twelve-month periods or portions thereof.

4.2. This Agreement may be terminated by either Party with written thirty-day notice to the other Party.

Section 5. Professional Liability Insurance. Law Firm agrees to maintain a minimum of \$100,000.00 in professional liability insurance coverage.

Section 6. Qualifications. Law Firm agrees that any attorney providing legal services to Client as described in Section 2 shall be licensed to practice law in the State of Mississippi and shall be in good standing with the Mississippi Bar.

Section 7. Independent Contractor. This Agreement is for independent contractor services of Law Firm and, as such, the Client is not required to maintain workers' compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for Law Firm.

Section 8. Assignment. This Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by any Party without the prior written consent of the other Party.

Section 9. Severability and Modification.

9.1. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any subsequent breach.

9.2. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties.

Section 10. Survival and Remaining Obligations.

10.1. This Agreement and all covenants and warranties contained herein shall survive indefinitely unless agreed otherwise in writing by the Parties.

10.2. Termination of this Agreement, unless expressly provided herein, shall not relieve or release any Party from any rights, liabilities, or obligations that it has accrued prior to the date of such termination and those rights, liabilities, and obligations expressed herein of the Parties upon the termination of this Agreement.

Section 10. Notices.

10.1. Any notice required or permitted to be sent hereunder to Client shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the Client at the address below:

The City of Pascagoula
c/o City Council
Post Office Drawer 908
Pascagoula, Mississippi 39567

10.2. Any notice required or permitted to be sent hereunder to Law Firm shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the Law Firm at the address below:

Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC
c/o Michael R. Moore
Post Office Drawer 1529
Pascagoula, Mississippi 39568

Section 11. Headings and Section Names. The headings and section names in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

Section 12. Representations and Warranties.

12.1. Each Party represents and warrants to the other Party as of the Effective Date that: (i) it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement, and (ii) it has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

12.2. Each Party represents and warrants to the other Party that it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendation of the Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

Section 13. Counterparts. This Agreement and any amendment or supplement hereto or any waiver granted in connection herewith may be executed in any number of counterparts and by the different Parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and caused this Agreement to be effective as of the Effective Date first written above.

[Intentionally Left Blank]

Jay Willis

By: _____
Jay Willis, Mayor
City of Pascagoula, Mississippi

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, within my jurisdiction, the within named JAY WILLIS, and that he/she signed and delivered the above and foregoing instrument for and on his behalf after being duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

Michael R. Moore

By: _____
Michael R. Moore
Bryan, Nelson, Schroeder, Castigliola &
Banahan, PLLC

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, within my jurisdiction, the within named MICHAEL R. MOORE, and that he/she signed and delivered the above and foregoing instrument for and on her behalf after being duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____