

PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into on the _____ day of October 2021 (the “Effective Date”), by and between, on the one hand, **The City of Pascagoula, Mississippi** (the “Client” or “City”), and, on the other hand, **Taggart, Rimes & Wiggins, 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 prosecutorial 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 prosecutorial legal services as described in Section 2, and Law Firm accepts such engagement, and specifically designates Andy Taggart and Michelle Tomes Bryan as the attorneys primarily responsible for providing said services.

Section 2. Scope of Services. Law Firm agrees to provide the following prosecutorial services under the flat fee arrangement described in Section 3 of this Agreement:

- Serves as the City Prosecutor for the City of Pascagoula, Mississippi;
 - Represents the City and related law enforcement agencies in the prosecution of misdemeanors and other criminal violations;
 - Provides effective representation to the City and related law enforcement agencies while managing a large caseload;
 - Attends all proceedings before the City Judge and represents the City and its departments during such proceedings;
 - Maintains working relationship with clients in person, by phone, by
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email and by mail contact;

- Investigates alleged crime or offense by meeting with witnesses, police officers and reviewing the facts and related documents;
- Represents the City and its departments during other court proceedings as may be required by the Municipal Court Judge;
- Keeps abreast of developments in the law and attends training sessions offered by bar associations;
- Responds to requests for discovery from defense attorneys, including preparing written discovery responses and coordinating with City personnel and others to obtain documents responsive to discovery requests;
- Reviewing discovery requests for potentially privileged information and asserting privileges as necessary;
- Responds to all motions filed in municipal court, including, but not limited to, motions for reduction of bond and schedules hearings;
- Identifies legal problem areas, develops policy recommendations and responds to media inquiries;
- Meets regularly and works with a wide variety of governmental staff including State's Attorney's representatives, witnesses, judges, law enforcement officers and others; and
- Attending work sessions and meetings with City Manager, City Council, and/or staff, when requested.

Section 3. Compensation.

3.1. For all services rendered by Law Firm under Section 2 of this Agreement, Client shall pay Law Firm an annual flat fee of \$18,000.00, paid in monthly installments of \$1,500.00. Law Firm shall submit a monthly invoice to Client in the amount of \$1,500.00. Upon receipt of said invoice, Client shall place the invoice on Client's docket of claims for approval and thereafter issue payment.

3.2. Client agrees to reimburse Law Firm for reasonable expenses incurred providing the services listed in Section 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, and deposition and transcription costs.

Section 4. Term and Termination.

4.1. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until September 30, 2025. This Agreement may, by mutual consent of the Parties, be extended for additional terms as agreed upon by the Parties.

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:

Taggart, Rimes & Wiggins, PLLC
c/o Andy Taggart
619 Delmas Avenue
Pascagoula, Mississippi 39567

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.

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 _____, 2021.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

Andy Taggart

By: _____
Andy Taggart
Taggart, Rimes & Wiggins, 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 ANDY TAGGART, 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 _____, 2021.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____