

Professional Services Agreement
Legal Services
City of Ocean Springs, Mississippi

Section 1. Employment . The City hereby agrees to employ **John Edwards** and his firm **Dogan and Wilkinson, PLLC** as City Attorney in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Duties. Attorney shall perform all duties of the City Attorney as set forth in the job description, attached hereto as Exhibit "A" to this agreement, and other duties as may be assigned from time to time by the Mayor and/or Board of Alderman.

Section 3. Commencement of Employment - Term. Attorney employment shall commence and be effective as of December 1, 2013, and shall continue until June 30, 2016, unless extended by the Mayor and Board at the completion of the term.

Section 4. Compensation. A retainer in the amount of ten thousand dollars per month. This amount is a true retainer fee and its payment by client to attorney guarantees that the attorney will set time aside for providing legal services. The retainer also provides for Attorney attendance at the customary twice monthly meetings of the Mayor and Board of Aldermen. A retainer of two thousand one hundred and sixty dollars guarantee the attorney will set aside time to attend to the needs of the City's water and sewer enterprise. The retainer will also provide for the customary and usual services performed as City Attorney including but not limited to those duties in Exhibit "A". The rate for litigation services will be at one hundred fifty dollars per hour for attorneys, and understanding that the attorney will require quality legal work to be performed by staff members at a savings to the client, sixty dollars per hour for paralegals. The standard rate for other services is one hundred twenty dollars per hour.

The City will provide no medical, dental, vision, life, disability and other insurance policies for the attorney. Further, as the City has hired a firm of attorneys, no contribution for retirement benefits will be remitted.

Section 5. Billing and Expenses. Non-retainer bills will be figured in tenths of one hour. Each tenth of an hour equals six minutes. City agrees to pay all reasonable costs including but not limited to: postage costs, including First Class and Overnight, as needed. costs include filing fees, service of papers, deposition and transcript costs, appraisals, photocopying and faxing.

Section 6. Professional Development. City and Attorney agree that Attorney should obtain additional education to enhance his/her professional development, including but not limited to Continuing Legal Education, and thus directly benefit the City by Attorney's expanded educational development. The City agrees to budget and pay the expenses of Attorney attending professional association meetings and conferences subject to approval by the Mayor.

Section 7. Termination of Employment. By ninety (90) day written notice sent via registered United States Mail to the City Address. The City may terminate by sending written notice via

registered United States Mail between ninety (90) days and thirty (30) days before the expiration of the term above to the Attorney Address.

Section 8. Professional Liability. Attorney to provide.

Section 9. General Provisions

A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.

C. If any provision or portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with the Attorney for execution of a new personal services agreement.

D. Notice. Any notices required to be given by the City to Attorney or by Attorney to the City shall be delivered to the following parties at the following addresses:

City Address:
P.O. Box 1800
Ocean Springs, MS 39566

Attorney Address:
914 Washington Avenue
Ocean Springs, MS 39564