

## **Professional Services Agreement**

### **City of Ocean Springs, Mississippi**

**Section 1. Contract.** The City hereby agrees to employ the law firm of **David N. Harris, Jr. Law Firm, PLLC** (hereinafter, "Law Firm"), as City Attorney in accordance with the terms and provisions of this agreement hereinafter set forth.

**Section 2. Law Firm Duties under General Retainer.** The Law Firm shall perform all duties set forth in this section, in consideration for the "General Retainer" to be defined herein:

- A. Provide general legal counsel to the Mayor, Board of Aldermen, and staff, upon request.
- B. Represent the City in limited administrative hearings and related negotiations, such as Civil Service hearings, etc. (this does not extend to litigation arising from such hearings and/or complaints).
- C. Maintain a knowledge of legal issues brought to the Law Firm's attention by the Mayor, Board of Aldermen and staff, and be prepared to offer legal opinions thereon.
- D. Prepare, review, amend, and/or approve as legally sufficient, any contractual documents presented to the Board of Aldermen.
- E. Prepare, review, amend, and/or approve as legally sufficient, any legislative documents considered by the Board of Aldermen.
- F. Provide legal opinions on municipal procurement activities, when consulted.
- G. Provide legal opinions on federal and state grants, when consulted.
- H. Work with other assigned counsel (such as bond counsel, etc.), municipal departments, governmental agencies, and elected officials, as needed, to address legal inquiries.
- I. Attend work sessions and meetings with Mayor, Board of Aldermen, and/or staff, when requested.
- J. Report to and receive legal assignments from the Mayor, Board of Aldermen, and staff.
- K. Provide advice and interpretation of municipal law as it applies to the City of Ocean Springs, including federal law, state law, and local ordinances.
- L. Attend bi-monthly Board meetings.
- M. Attend Planning Commission meetings and advise accordingly.

The Law Firm duties specifically exclude services pertaining to issuance and maintenance of municipal bonds and/or annexation, which shall be performed pursuant to the terms of a separate agreement.

**Section 3. Law Firm, Hourly Fees.** The Law Firm shall perform all duties set forth in this section, in consideration for the "Hourly Rates" to be defined herein:

- A. Handling litigation not covered by liability insurance.
- B. Handling litigation arising from administrative hearings as set forth in Section 2. B.
- C. Represent the City in appeals to state court from Board decisions

**Section 4. Compensation.** The Law Firm will be paid a “General Retainer” in the amount of Twelve Thousand Dollars (\$12,000.00) each month, to perform all duties listed in Section 2. In consideration for performing duties listed in Section 3, the Law Firm will be paid “Hourly Fees” at a rate of \$200.00/hr.(for attorneys), and \$75.00/hr. (for paralegals). The Hourly Fees shall be paid within 30 days of receipt of an invoice for such services.

**Section 5. Outside Counsel.** The Law Firm may engage outside counsel to assist in any litigation assignments from Mayor and Board of Aldermen. Any attorneys’ fees or expenses resulting from outside counsel shall be billed through invoices submitted to the Law Firm. Any such engagement shall be at the same rates as the Hourly Fees described herein, and shall not result in duplicative efforts, expenses, or entries.

**Section 6. Reasonable Expenses.** The City agrees to pay all reasonable costs and expenses associated with the services defined in Section 2 or 3, including but not limited to postage, filing fees, court costs, service of papers, deposition/transcription costs, appraisals, copying costs, faxes, etc.

**Section 7. Term of Contract.** The term of this contract is for one year, beginning September 1, 2025, through September 30, 2026, effective upon the date of Board approval. The term will continue year to year, unless terminated or amended in the manner provided herein.

**Section 8. Termination of Contract.** Either party may terminate this contract by thirty (30) days written notice sent via certified mail.

**Section 9. Miscellaneous.** This Agreement is for independent contractor services of the Law Firm, and as such, the City is not required to maintain workers’ compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the Law Firm.

a) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.

b) The terms of this Agreement may only be amended or modified by written agreement by the parties.

c) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

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David N. Harris, Jr.  
David N. Harris, Jr. Law Firm,  
PLLC

Dated:

\_\_\_\_\_  
Mayor Robert Cox  
City of Ocean Springs

Dated: