

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is entered into by and between The City of Gautier (“Client”), having an address of 3330 Hwy. 90, Gautier, MS 39553, and Heidelberg, Steinberger, Colmer & Burrow, P.A. (“Law Firm”), having an address of P.O. Box 1407, Pascagoula, MS 39568-1407.

Recitals

A. Client desires to retain the Law Firm to render certain legal services under the terms and conditions of this Agreement.

B. The Law Firm agrees to perform certain services for Client under the terms and conditions of this Agreement.

Agreement

In consideration of the covenants and promises herein provided, the actions taken pursuant thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and the Law Firm agree as follows:

1. **Description of Services.** The services to be provided by the Law Firm shall consist of advice, representation, and other legal services regarding **employment related legal matters** assigned by Client to the Law Firm. It is agreed and understood that expressions on the part of the Law Firm concerning the outcome of any specific legal matter are expressions of the Law Firm’s best professional judgment and are not guarantees of any particular result. Such opinions and advice are necessarily limited by the knowledge of the facts and are based upon the state of the law at the time they are expressed.

2. **Term of Agreement.** The term of this Agreement shall be for a period of twelve months, beginning July 1, 2013 and ending June 30, 2014, subject to earlier termination as provided in Section 3 of this Agreement. This Agreement may be extended for a longer period of time, subject to a signed letter of extension by both parties.

3. **Termination.** Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party sixty (60) days written notice of termination, with the exception that in the event the Law Firm must request that it be allowed to withdraw as the attorney of record before any court. Client agrees to be responsible for all reasonable fees and costs connected with the Motions to Withdraw, even if those activities take place after the termination date of the Agreement.

4. **Compensation.** During the contract term, Client shall compensate the Law Firm at the rate of \$175.00 per hour for attorneys and \$85.00 per hour for paralegals. Time is billed in increments of one-tenth (.10) of an hour. In addition to hourly fees, Client shall compensate the Law Firm for expenses and costs normally associated with representations of this kind including, but not

limited to, travel expenses, courier services, photocopying, telecopying, computer research, postage and shipping, and other out-of-pocket expenses incurred on behalf of Client. The Law Firm shall submit detailed billing statements to Client on a quarterly basis, and Client shall pay the Law Firm within thirty (30) days of Client's receipt of detailed billing invoices submitted by the Law Firm.

5. **Outside Vendors.** From time to time it may be necessary to utilize the services of outside vendors (persons with specialized knowledge in specific fields applicable to the case such as medical experts, vocational consultants, and medical case managers). Services provided by outside vendors are a direct expense and will be billed to Client at actual cost. Prior to incurring any such expenses, prior approval from Client will be procured. Depending upon the fees, Client may be required to advance the cost of such experts for payment to the experts.

6. **Relationship of the Parties.** Client and the Law Firm understand and agree that all services to be provided by the Law Firm under this Agreement shall be performed by it as an independent contractor and not as an employee of Client.

7. **Taxes.** Client and the Law Firm acknowledge and agree that the Law Firm will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by the Law Firm from Client under this Agreement.

8. **Compliance with Legal Obligations.** The Law Firm agrees that, in rendering services to Client under this Agreement, it shall comply with all legal requirements of any kind.

9. **Record Retention.** The Law Firm represents it will maintain files related to this Agreement, which in the sole professional judgment of the Law Firm, it determines are necessary. After the representation ends, or a file is closed, the Law Firm will maintain or destroy the files in accordance with the Law Firm's then-existing records retention policy. During the period in which the Law Firm maintains the files, Client may request to examine the files and to copy documents at any time. At this time, the Law Firm has a records retention policy to destroy all files within one year after the representation unless requested otherwise.

10. **Severability.** Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, Client and the Law Firm acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement.

11. **Governing Law.** Client and the Law Firm acknowledge and agree that this Agreement shall be construed in accordance with the laws of the state of Mississippi.

12. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the Client and the Law Firm.

13. **Successors.** This Agreement shall inure to the benefit of and may be enforced by the Client, its successors and assigns, and shall be binding upon the Law Firm, its executors, administrators, heirs and other successors in interest. The Law Firm's rights and obligations under this Agreement are not assignable.

14. **Notices.** All notices under this Agreement shall be hand-delivered to the other party or sent via first class United States mail, postage prepaid.

15. **Confidentiality.** The Law Firm agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of the Client, any confidential information that the Law Firm may acquire during the term of, and in the course of, or as a result of, its representation of the Client.

IN WITNESS WHEREOF, the Client and the Law Firm have executed this Agreement effective as of _____.

**HEIDELBERG, STEINBERGER,
COLMER & BURROW, P.A.**

711 Delmas Avenue
P.O. Box 1407
Pascagoula, MS 39568-1407
Telephone: 228-762-8021

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GAUTIER

3330 Hwy. 90
Gautier, MS 39553

By: _____

Printed Name: _____

Title: _____

Date: _____