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August 25, 2025

NORMAN GENE HORTMAN, JR. EUGENE M.HARLOW

DEIDRA J. BASSI BRETT W. ROBINSON CHRISTOPHER B. McDANIEL* *ALSO ADMITTED IN TEXAS WILLIAM S. MULLINS, III - OF COUNSEL

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Honorable Johnny Magee Mayor of the City of Laurel 401 North 5th Avenue Laurel, MS 39440

RE:

Agreement for Services Engagement Letter Client: City of Laurel

Dear Mayor Magee:

Thank you for engaging this law firm to serve as attorneys for the City. We realize this service will be at your pleasure. As was discussed, I will be the primary contact. Other attorneys here with experience in City matters are William S. Mullins, III, Norman Gene Hortman, Jr., and Deidra J. Bassi. Any of us will be available from time to time to give you assistance. Let me summarize our understanding of the services that we will render.

1. <u>GENERAL SERVICES:</u> This covers most of the legal services requested, except, it does not include litigation or special projects as defined below. In the past, this has covered preparing legal opinions, giving counsel and advice, preparing resolutions and orders for the City Council, attending City Council meetings and agenda settings, attending certain committee meetings (such as, planning commission, Council Committees, zoning hearings, on an as needed basis), preparing and reviewing contracts, and generally being available to render legal advice to Department heads, the Mayor and the Council on an as needed basis. (I will describe below what is not under General Services and what we consider to be additional services not covered by this agreement.)

We agree to furnish these services to the City for an annual fee of \$125,000.00. This will be billed for and paid in equal monthly installments of \$10,416.67. The items that are not included and subject to special arrangements are described generally below.

2. <u>LITIGATION AND ADDITIONAL SERVICES:</u> General Services does not include any litigation services or certain special services where the City is required to advertise for legal and other professional services. Examples are bond issues and services rendered in connection with some grants received by the City. In other words if there is a grant involved and the City advertises for legal services, we propose to submit a proposal to perform those services for the City as additional services over and above General Services. These exceptions are further defined in the following two paragraphs.

- A. <u>LITIGATION:</u> This anticipates the firm rendering services which requires us to defend or prosecute for the City through either the Federal Court or Chancery Court, Circuit Court or County Court of Jones County. We will handle those items on a case by case basis as assigned by you and/or the Chief Administrative Officer. (These are cases that are not covered by the Municipal Services Carrier.) For these cases, we will charge an hourly rate that will be decided on at the time of the assignment.
- B. <u>SPECIAL PROJECTS:</u> This is another area of services that we are performing occasionally which generally are not paid from the general funds or the City Attorney Budget. These are projects, such as bond issues and various Community Development Block Grant projects (for example, right-of-way and drainage projects for which you have special funds), where the City is required to advertise for legal and other professional services. If we are awarded a contract for one of those projects, it will be handled as additional services and our fees will be paid separately from those grants, loans, bond proceeds, etc. (You have not been budgeting for these items since there is no way to anticipate the projects and since any fees will be funded by those proceeds.)

If this does not accurately state our understanding, please advise. Otherwise, we are ready to proceed. If this arrangement is acceptable, please sign below.

Sincerely,

Brett W. Robinson

Agreed and Accepted:

Mayor Johnny Magee

BWR/li