

CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 4B

Council Meeting Date: August 04, 2015

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich *W*

CONTACT PERSON: *DW* David Nichols, CAO

Gerald Blessey, City Attorney

SUMMARY EXPLANATION: Resolution authorizing engagement of special counsel for certain legal representation of the City of Biloxi (Byrd & Wiser (Robert A. Byrd and Nicholas Van Wiser); Corban Gunn, PLLC (Corban Gunn); Currie Johnson Griffin & Myers, P.A. (Peter Abide and Amanda Seymour); Stanton J. Fountain, Jr.; Wessler Law Firm (William P. Wessler and W. Gerry Wessler); James K. Wetzel & Associates (James K. Wetzel and Garner J. Wetzel); Wheeler & Wheeler, PLLC (David A. Wheeler and Candace C. Wheeler); and Wise Carter Child & Caraway, P.A. (Jane Meynardie and Lynda Carter).

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract _____ Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H"

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION:

Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote: Councilmember Yes No Other Councilmember Yes No Other

Lawrence _____
Gines _____
Newman _____
Deming _____

Tisdale _____
Glavan _____
Fayard _____

ACTION TAKEN:

GB/mw 080415jleg

Resolution No.

**RESOLUTION AUTHORIZING ENGAGEMENT OF SPECIAL COUNSEL
FOR CERTAIN LEGAL REPRESENTATION OF THE CITY OF BILOXI**

WHEREAS, it is necessary from time to time to engage the services of attorneys and law firms to represent the City of Biloxi, under the supervision and direction of the City Attorney, who is also Director of the Legal Department of the City, in day-to-day matters requiring legal advice and counsel and in other matters that require legal representation; and

WHEREAS, in order to expedite the process of obtaining such representation in a timely manner, it is necessary to authorize the engagement of certain attorneys and/or law firms to represent the City in certain areas of service and to specify the compensation to be paid; and

WHEREAS, on June 29, 2015 the City of Biloxi published a Request for Proposals ("RFP") for Legal Services from outside attorneys and law firms to assist the City Attorney in representation of the City in certain categories of service, and the City received thirty-five responses to the RFP; and

WHEREAS, certain attorneys and law firms have exhibited in their respective responses to the RFP the necessary experience, knowledge, and qualifications to represent the City in certain municipal matters and other general and specialized areas of legal practice, and the City Attorney recommends that certain attorneys and law firms should be approved for engagement for work in the specific areas identified in their respective responses to the RFP, to be assigned from time to time on a case-by-case or issue-by-issue basis as determined by the Mayor or City Attorney, according to the

terms and conditions specified in this Resolution and in the respective engagement agreements attached as exhibits "A" through "H" and made a part of this Resolution; and

WHEREAS, the acceptance in this Resolution of certain proposals for legal services by the attorneys and law firms specified in this Resolution does not mean that the City has rejected the other proposals received from other attorneys and law firms, which are still under consideration and may be subject to acceptance in the future; further, the City reserves the right to seek additional proposals for legal services from time to time in any of the categories of service for which attorneys or firms are engaged by this Resolution; and

WHEREAS, the City may continue to use the legal services of Michael Collins and Page, Mannino, Peresich & McDermott, PLLC, according to previously adopted resolutions, on a case-by-case or issue-by-issue basis as determined by the Mayor or City Attorney;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, AS FOLLOWS:

Section 1: The findings, conclusions, and statements of fact contained in the preamble of this Resolution are adopted and ratified.

Section 2: The Mayor and Municipal Clerk are authorized to execute and deliver the engagement agreements attached hereto and made a part of this Resolution as Exhibits A, B, C, D, E, F, G and H to engage and retain the following law firms as special counsel to the City for the areas of legal service specified in their respective engagement agreements, to be compensated at hourly rates that shall not exceed

\$135.00 per hour for attorneys and \$55.00 per hour for paralegals, or according to alternative fee provisions stated in specific engagement agreements if such alternative fee provisions are determined by the Mayor or City Attorney to result in a total fee that would be equivalent to be no greater than \$135.00 per hour for attorneys and \$55.00 per hour for paralegals for the total task performed, plus reasonable expenses, all as defined in the respective engagement agreements, to wit:

- A. Byrd & Wiser (Robert A. Byrd and Nicholas Van Wiser)
- B. Corban Gunn, PLLC (Corban Gunn)
- C. Currie Johnson Griffin & Myers, P.A. (Peter Abide and Amanda Seymour)
- D. Stanton J. Fountain, Jr.
- E. Wessler Law Firm (William P. Wessler and W. Gerry Wessler)
- F. James K. Wetzel & Associates (James K. Wetzel and Garner J. Wetzel)
- G. Wheeler & Wheeler, PLLC (David A. Wheeler and Candace C. Wheeler)
- H. Wise Carter Child & Caraway, P.A. (Jane Meynardie and Lynda Carter)

Section 3: Unless authorized and designated by separate action of the City Council, the assignment of specific tasks, issues and cases for legal services to be performed on behalf of the City of Biloxi by the attorneys and law firms engaged by this Resolution shall be made by the Mayor or City Attorney based upon determination by the Mayor or City Attorney of the specific area of expertise and experience of such attorney or law firm needed for such specific tasks, issues and cases, as well as the need for expeditious action to preserve and protect the rights of the City of Biloxi.

Section 4: This Resolution shall take effect and be in force from and after adoption.

EXHIBIT "A"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

BYRD & WISER

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Byrd & Wisner, Attorneys at Law (the "Law Firm".)

The attached proposal and engagement letter dated July 8, 2015 from Byrd & Wisner, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. Robert A. Byrd and Nicholas Van Wisner are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK

BYRD & WISER, ATTORNEYS AT LAW

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

ROBERT ALAN BYRD*
rab@byrdwiser.com

NICHOLAS VAN WISER
nww@byrdwiser.com

JAMES R. LOCKARD
jrl@byrdwiser.com

RUSSELL S. MANNING
rsm@byrdwiser.com

*ALSO ADMITTED IN MICHIGAN

BYRD & WISER

ATTORNEYS AT LAW

145 MAIN STREET
P.O. BOX 1939

BILOXI, MISSISSIPPI 39533

TELEPHONE (228) 432-8123

FAX (228) 432-7029

www.byrdwiser.com

OUR FILE NUMBER

July 8, 2015

1-95-4300

HAND DELIVERED

Mayor's Office
City of Biloxi
140 Lameuse Street
Second Floor
Biloxi, MS 39530

RE: Proposal for Legal Services

Dear Mayor:

Please accept this as our response to the City's request for proposals for legal services. We feel that Byrd & Wiser can be of assistance to the City for the categories itemized as No. 3, Bankruptcy; and No. 6, Business and General Liability Litigation.

The attorneys providing services for the City would include Robert Alan Byrd, MSB #7651, Nicholas Van Wiser, MSB #7339 and Russell Manning, MSB #102789. Regarding our qualifications, I have enclosed a copy of our Martindale Hubbell biographical information. As you can see, both Nick Wiser and I have in excess of thirty (30) years experience handling bankruptcy and civil litigation, for both Plaintiff and Defendant.

We would propose hourly rates commensurate with that of the City Attorney of \$135.00 per hour for attorneys and \$55.00 per hour for paralegals.

For bankruptcy matters, most work would be done hourly at the rates set forth above. Certain matters such as reaffirmation agreements or abandonments, could be handled on a flat fee basis of \$150.00. Motions to Lift Stay could be handled for a flat fee of \$350.00, plus court costs of \$176.00.

For business and general liability litigation, most work would be done hourly at the rates set forth above. Possible

expenses would include court costs and court reporter fees if depositions are taken. We bill 25 cents per page for copies.

Also, please consider this response as our proposed written engagement letter. Byrd & Wisner is prepared to comply with the following items:

(a) We will provide appropriate proof of our Errors and Omissions and worker's compensation insurance policies.

(b) Byrd & Wisner would not assign the agreement or sub-contract legal services under the agreement, without the prior, written consent of the Mayor.

(c) Byrd & Wisner acknowledges that the intended period of performance will end no later than June 30, 2017, subject to reasonable extensions at the City's discretion.

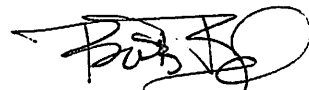
(d) We would provide the City reasonable notice of our intent to terminate our representation prior to June 30, 2017 and we also accept the City's right to terminate the Agreement at any time without cause.

We are not aware of any known, current conflicts, that Byrd & Wisner may have with the City, but I would note that I have had the pleasure of serving as General Counsel for the Mississippi Coast Coliseum Commission for the past twenty six (26) years.

Should you have any questions or need anything further, please do not hesitate to contact me. With best wishes and highest personal regards, I remain,

Sincerely yours,

BYRD & WISER

A handwritten signature in black ink, appearing to read 'Bob Byrd', with a large, stylized flourish at the end.

ROBERT ALAN BYRD

RAB:wrs
Enclosure

BYRD & WISER
145 MAIN STREET
P. O. BOX 1939
BILOXI, MISSISSIPPI 39533
Telephone: 228-432-8123
Telecopier: 228-432-7029
Email: lawyer@byrdwiser.com

General Civil Practice. Trials in all Courts. Real Estate, Corporate, Banking, Bankruptcy, Commercial Law, Commercial and Consumer Collections, Worker's Compensation and Insurance Defense.

ROBERT A. BYRD, born Highland Park, Michigan, July 12, 1950; admitted to bar, 1978, Michigan and Mississippi. Education: Western Michigan University (B.B.A., 1973); University of Warwick Law School, Coventry, England and Wayne State University (J.D., cum laude, 1977). Member, Wayne Law Review, 1975-1976. Co-Author: "Mississippi Collection Law and Practice," P.E.S.I., 1986. Teaching Associate with Professor Kevin Tierney, Contracts, Wayne State University, 1975-1976. Law Clerk to Hon. Dan M. Russell, Jr., Chief Judge, U. S. District Court, Southern District of Mississippi, 1977-1980. Member. Harrison County and American Bar Associations; Mississippi State Bar; State Bar of Michigan; Commercial Law League of America; American Bankruptcy Institute; Mississippi Bankruptcy Conference (President, 1987-1988). Practice Areas: Bankruptcy Law, Commercial Litigation. Email: rab@byrdwiser.com

NICHOLAS VAN WISER, born Memphis, Tennessee, July 8, 1953; admitted to bar, 1982, Mississippi; U.S. District Court, Southern District of Mississippi; U.S. Court of Appeals, Fifth Circuit; U.S. Supreme Court. Education: Vanderbilt University (B.A., 1975); Mississippi College (J.D., 1982). Articles Editor, Mississippi College Law Review, 1981-1982. Author: Note, "Admissions by Party Opponent," 2 Mississippi College Law Review 287, 1981, Law Clerk to Honorable Presiding Justice Vernon H. Broom, Mississippi Supreme Court, 1982-1983. Member: Harrison County and American Bar Associations; Mississippi State Bar; Mississippi Trial Lawyers Association; The Association of Trial Lawyers of America. Practice Areas: Commercial Litigation; Bankruptcy Law; Real Estate Litigation; Commercial and Consumer Collection; Construction Law; Truth in Lending; Lender Liability. Email: nwiser@byrdwiser.com

ASSOCIATES

JAMES R. LOCKARD, born Pascagoula, Mississippi, November 22, 1945; admitted to bar, 1971, Mississippi. Education: University of Mississippi (B.A., 1967; J.D., 1971); New York University (LL.M., 1973). Phi Alpha Delta. Law Clerk to: Hon. James P. Coleman, U.S. Circuit Judge, U.S. Court of Appeals, Fifth Circuit 1971-1972; Hon. E. Grady Jolly, U.S. Circuit Judge, U.S. Court of Appeals, Fifth Circuit, 1982-1984. Member: Harrison County, Hinds County and American (Member, Harrison County, Hinds County and American (Member, Labor Relations Law Section) Bar Associations; Mississippi State Bar. Email: jrl@byrdwiser.com

MATTHEW G. MESTAYER, born Pascagoula, Mississippi, June 19, 1967; admitted to bar, 1993, Mississippi, U.S. District Court, Southern and Northern Districts of Mississippi and U.S. Court of Appeals, Fifth Circuit. Education: Spring Hill College (B.S., 1990); University of Mississippi (J.D., 1993), Member: Harrison County and American Bar Associations; The Mississippi Bar; Harrison County Young Lawyers Association. Practice Areas: Insurance Defense; General Litigation; Workers Compensation. Email: mgm@byrdwiser.com

REPRESENTATIVE CLIENTS: General Motors Acceptance Corp.; Ford Motor Credit Company; DaimlerChrysler Services; Primus Automotive Financial Services, Inc.; Mazda American Credit; Fairlane Credit, LLC; Kia Financial; First State Bank; Union Planters Bank; Bank of America, N.A.; Coast Community Bank; Gulf Coast Community Federal Credit Union; First Federal Bank for Savings; Hancock Bank; Gulf Coast Junior College Federal Credit Union; Tower Loan; Bayside Chrysler-Dodge Inc.; Nissan Motor Acceptance; Tower Loan; John Deere Credit; Southern Farm Bureau Insurance Co.; W.L.O.X., Inc.; American Honda; First Guaranty Finance; Toyota Motor Credit Co.; Compass Bank; Miss. Power Company; Quick Finance Co.; Credit Union South; Chase Automotive Finance; National Bank of Commerce; GMAC Commercial Mortgage; GMAC Bank; Citizens Bank; Vanderbilt Mortgage; Wells Fargo Financial; LeaseComm; Channel Broadcasting; Treasure Bay Casino; New Balance Casino, LLC; Biloxi Casino Corp. dba Casino Magic; Memorial Federal Credit Union; Keesler Federal Credit Union.

GENERAL COUNSEL FOR: Mississippi Coast Coliseum and Convention Center.

REFERENCES: Coast Community Bank, Biloxi, MS.

EXHIBIT "B"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

CORBAN GUNN, PLLC

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Corban Gunn, PLLC (the "Law Firm".)

The attached proposal and engagement letter dated July 13, 2015 from Corban Gunn, PLLC, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. Corban Gunn is the primary attorney in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK

CORBAN GUNN, PLLC

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

CORBAN GUNN, PLLC
Attorney At Law
P.O. Box 1466, Biloxi, MS 39533
Tel: (228) 284-6805
corban@corbangunn.com
www.corbangunn.com



July 13, 2015

CITY OF BILOXI, MISSISSIPPI

RE: RESPONSE / PROPOSAL FOR LEGAL SERVICES ON BEHALF OF THE CITY OF BILOXI

TO WHOM IT MAY CONCERN:

I appreciate the opportunity to respond and submit a proposal to provide legal services for the City of Biloxi. My extended family have been citizens of the City of Biloxi for many years. In fact, member of my family has been a practicing attorney in the City of Biloxi since 1926. In February 2015, I opened my own law firm after serving as a federal law clerk for U.S. District Judge Tom Senter, and practicing law with my family law firm for ten years. I specifically chose to open my law firm in downtown Biloxi because of my family's long history of having a law office in downtown Biloxi.,

I would appreciate consideration of my law firm, Corban Gunn, PLLC, in providing certain legal services to the City of Biloxi. Specifically, my law firm is interested in assisting and providing legal services regarding Business and General Liability (including Mississippi Tort Claims Act claims) to the City of Biloxi and its citizens.

I am in good standing with the Mississippi Bar and all state and federal courts within the State of Mississippi. In addition, I am licensed to practice before the Fifth Circuit Court of Appeals and the United States Supreme Court, and I am actively involved in litigated matters in federal jurisdictions around the country. My practice is exclusively focused to litigation, particularly representing Plaintiffs and/or Claimants involving personal injury, contracts, business torts, and other legal matters which may arise for my clients. I believe that because my of past and curtain representation of Plaintiffs and/or Claimants, I can be a valued asset to representing the City of Biloxi in litigated matters, especially, defending claims brought against the City of Biloxi, and, when needed, pursing compensation for the City of Biloxi and its citizens when a matter and/or issue presents itself.

I am dedicated to the practice of law and have been recognized by many national and regional groups for my achievements in representing my clients, including but not limited to SuperLawyers Rising Star (2013,2014, and 2015), American Trial Lawyers Top 40 Under 40 (2014,2015). Outside of my profession, I am an active member of Biloxi Rotary Club, and other organizations within the city limits of Biloxi.

I work almost exclusively on contingent fee agreements with my clients which if successful, my client pay a percentage of the amount recovered whether through trial or settlement with reimbursement of my out of pocket expenses. If I am unsuccessful, I am not paid and I am not reimbursed out of pocket expenses. Most of my clients could not afford legal representation or finance the expenses associated with their case or legal matter except for a contingent fee agreement. My standard rate is 40%-33 1/3% of gross recovery. If I was retained to represent the City of Biloxi in an effort to recovery compensation, I would agree to represent the City of Biloxi on a contingency fee basis of 20% plus reimbursement of my firm's out of pocket expenses (court costs, discovery costs, expert costs, etc...) in pursuing the claims of the City of Biloxi. If the City of Biloxi agrees to pay all out of pocket expenses when expenses come due, I would agree to reduce my contingent fee rate to 12%-15% of gross recovery. As with my clients, if I am not successful, I am not paid and my expenses are not reimbursed.

In addition, in defending the City of Biloxi against claims of individuals or other entities, I would agree to defend the City of Biloxi on a hourly basis. It is my understanding that the citizens of the City of Biloxi currently pay \$135.00 / hour for attorney(s) and \$55.00 / hour for paralegals. I would agree to represent the City of Biloxi at a rate of \$115.00 / hour for attorney(s) and \$35.00 / hour for paralegals. In addition, I would also propose a flat rate system for my law firm to represent the City of Biloxi. For the defense of litigated matter brought by individuals and/or other entities, I would agree to work with city leaders and/or city attorney(s) to find a reasonable flat rate for each case. It is hard to estimate what this charge would be; however, I would work in good faith to find an agreement to any fee arrangement with city leaders. The ability to charge a lower rate is not based on qualifications, but based on my law firm actively seeking to cut our own costs and the utilization of technology to keep costs low for our clients.

My law firm currently has legal malpractice coverage in force of at least \$1,000,000.00 in coverage.

If you require any additional information, please advise and I will be happy to provide. I appreciate any consideration.

Warmest regards,

A handwritten signature in cursive script that reads "Corban Gunn".

Corban Gunn, PLLC

EXHIBIT "C"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Currie Johnson Griffin & Myers, P.A. (the "Law Firm".)

The attached proposal and engagement letter dated July 9, 2015 from Currie Johnson Griffin & Myers, P.A., together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. Peter C. Abide and Amanda Seymour are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK DATE: August ____, 2015

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

PROPOSAL FOR LEGAL SERVICES

PRESENTED TO



THE CITY OF BILOXI



Peter C. Abide
Currie Johnson Griffin & Myers
925 Tommy Munro Drive, Suite H
Biloxi, Mississippi 39532
(228) 385-1010 Telephone
(228) 385-1011 Facsimile
pabide@curriejohnson.com

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

PROPOSAL FOR LEGAL SERVICES TO THE CITY OF BILOXI

GENERAL FIRM INFORMATION

The law firm of Currie Johnson Griffin & Myers is well known throughout the entire state for their experience in litigation, mediation, and negotiation. In December 2004, Peter Abide joined the firm and became managing partner of the Gulf Coast office. Prior to joining Currie Johnson, Mr. Abide was a partner with Compton Crowell & Hewitt. He has been a resident of Biloxi since 1987. Amanda Seymour was raised in Pascagoula and has lived in Biloxi for the past ten years.

At the present time the Biloxi office consists of attorneys Peter Abide and Amanda Seymour, and two paralegal/secretarial assistants. Currie Johnson's Jackson, Mississippi office has 18 attorneys.

Our offices are fully computerized and networked with full internet access and specialized programs for additional support. We use updated billing software that allows us to provide detailed monthly billings to each of our clients. Our Biloxi office is centrally located in the Biloxi Commerce Park (Cedar Lake Exit) and we have several conference rooms available when off-site meetings are appropriate. For legal research we use the Westlaw Legal Research Database which provides us access to all Mississippi and Federal reported cases.

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

PROPOSAL FOR LEGAL SERVICES TO THE CITY OF BILOXI

ATTORNEYS ASSIGNED TO THE CITY WORK AND THEIR EXPERIENCE

The attorneys who would be providing work for the City of Biloxi would be partners: Peter Abide (Miss. Bar #1026) and Amanda Seymour (Miss. Bar #100804). Peter Abide would serve as primary attorney and contact with the City and will supervise and be responsible for all other attorneys and paralegals.

Mr. Abide and Mrs. Seymour have represented clients in the United States Supreme Court (Mr. Abide only), Southern and Northern District of the U.S. Federal District Court, the 5th Circuit Court of Appeals, the Mississippi Supreme Court, and the Circuit and Chancery Courts of all southern and coastal counties. Their specialty is insurance defense and general trial work of all types. Mr. Abide has tried approximately seventy-five cases to verdict and has satisfactorily resolved over one thousand matters through our local state and federal courts. He is rated AV through Martindale Hubbard, and has been named a Super Lawyer in Personal Injury Defense for 2014 and 2015. Mrs. Seymour has tried approximately thirty cases to verdict. She has been named a Super Lawyer Rising Star for 2015.

In addition, Mr. Abide has a busy practice in contract drafting, contract negotiation, and business litigation. Mr. Abide is currently representing local utilities Coast Electric and Singing River on various litigation and contractual matters as well as advising several local businesses on various contractual matters. Recently Mr. Abide acted as the lead negotiator and draftsman of the Statewide Joint Use Contract for Thirteen Mississippi electric power associations and AT&T. Over the last six years, Mr. Abide has served as counsel for a Gulfport water company in an eminent domain action filed by the City of Gulfport. The case has been tried three times, with the jury awarding additional monies each time. The case is currently on appeal with the Mississippi Supreme Court.

While with his previous firm, Compton Crowell & Hewitt, Mr. Abide negotiated and drafted the City of Biloxi's wastewater contract with Keesler Air Force Base, represented the Public Works Department in contractual issues, and served as the City's negotiator with FEMA to get the City out of probation status. Mr. Abide has represented South Mississippi Electric Power Association on eminent domain matters, and filed numerous Petitions for Facilities Certificates with the Public Service Commission.

Mr. Abide and Mrs. Seymour are Biloxi residents. They are both active in local boards and community service. Specifically, Mr. Abide serves on the board of Nativity School Foundation, Fisher House of Keesler, Biloxi Kiwanis Club and Gulf Coast Carnival. Both attorneys are raising their families in Biloxi. See resumes and references for further information. Of the two paralegal/secretaries, one lives with her daughter in Biloxi. The other paralegal's mother is a City employee in the Public Works Department.

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

PROPOSAL FOR LEGAL SERVICES TO CITY OF BILOXI

AVAILABILITY AND CAPABILITY TO PROVIDE LEGAL SERVICES

Our firm is available from 8 a.m. to 6 p.m., Monday through Friday, to provide legal services to members of the City and its employees. All attorneys, clerks and secretarial staff have e-mail accounts which they check regularly, and can respond quickly to inquiries from City personnel. We can meet with City personnel in their office, or ours, by preference. Any meetings or conferences with any state agency can be handled efficiently by the firm's Jackson attorneys.

With a strong local presence and competent staffing, together with an office in Jackson, we have the availability and capability to perform services as needed by the City. We perceive our duties will focus on the negotiation, mediation, and litigation aspects which also happen to be our specialty. We have confidence we can perform these services efficiently, resulting in savings to the City, its Mayor and Council members, and the taxpayers.

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

PROPOSAL FOR LEGAL SERVICES TO THE CITY OF BILOXI

PROPOSED FEES FOR LEGAL SERVICES

We propose to provide services* to the City of Biloxi on an hourly basis, as set forth below.

(A) Annexation/General Litigation/Eminent Domain Actions/Disaster Assistance/Private and Public Utilities/Tax Appeals/Telecommunications/Tidelands/Contract Negotiation and Drafting (Paragraph IV, Items 1, 2, 6, 9, 11, 12, 16, 20, 25, 26, 29, 30, 31)

All services would be billed at the rate of \$135 per hour for partners (Peter Abide and Amanda Seymour) and \$130 per hour for associates. Paralegal service will be billed at the rate of \$55 per hour. There is no charge for clerical/secretarial services.

(B) Defense of Tort Claims Actions (Paragraph IV, Item 32)

All services for which the City would be responsible for under its Self-Insured Retention (SIR) or for which the City has no available coverage would be billed at the rate of \$135 per hour for partners and \$125 per hour for associates. Paralegal service will be billed at the rate of \$55 per hour. There is no charge for clerical/secretarial services. The firm understands the City carries insurance coverage for certain Tort Claims which would be responsible for paying certain legal fees after the City exhausts its SIR. The firm currently represents various insurance companies and has been pre-approved for certain rates with those companies. The firm reserves the right to request receipt of its pre-approved or negotiated rate with the City's insurance carrier, following exhaustion of the City's SIR.

(C) Expenses

In addition to legal fees set forth in (A) and (B) above, the City would be billed for any out-of-pocket expenses incurred by the firm on behalf of the client including, but not limited to: copying jobs in excess of 20 pages, certified mail, overnight postage, courier expense, filing fees for courts or administrative agencies, abstractor expenses, transcription expense, expenses for special exhibits, Westlaw research, expert witness expense or other non-overhead expense. Of course, these out-of-pocket costs will be minimized whenever possible. We do not charge for regular postage, copying jobs under 20 pages, or for local telephone or fax. Copies are charged at ten cents (\$0.10) per page. All other expenses will be charged at their actual cost without markup. We would also not charge for mileage within the County. We would also not charge mileage for Jackson attorneys attending meetings in Jackson.

* Attached is a highlighted list of categories from the City's RFP for which the firm proposes to provide services, under Item (A) and Item (B).

(D) Alternate Fee Arrangements

The firm is open to capping its fees or working on a flat fee basis on a case-by-case or project-by-project basis. The firm is also open to pursuing cases on a blended fee or contingency basis.

(E) General Comments

We are aware of the prior perception regarding legal services and the resulting public impressions. Our firm's current clients place an emphasis on concluding a matter swiftly and in the most cost-efficient manner possible. We believe the legal services requested, if handled efficiently, can be performed for much less than the City has paid over the last few years for comparative services. In the vast majority of all legal matters, only one attorney will bill the file. The City (and taxpayers) should not have to pay for redrafting of contracts that have already been prepared, multiple attorneys attending the same meeting or hearing, or research that has already been briefed. Invoices would be submitted to the City on a monthly basis, in the manner requested by the city.

CURRIE JOHNSON GRIFFIN & MYERS, P.A.

PROPOSAL FOR LEGAL SERVICES TO THE CITY OF BILOXI

PROPOSED CONTRACT AGREEMENT

The foregoing is a proposal to the City of Biloxi for legal services from July 13, 2015 through June 30, 2017 by the law firm of Currie Johnson Griffin & Myers, P.A.

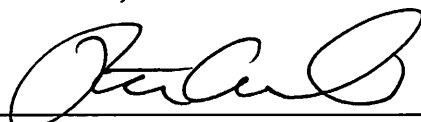
Dated: July 9, 2015.

Included in this proposal are the following terms:

- (a) A commitment to provide proof of errors and omissions professional liability insurance in an amount acceptable to the City and proof of workers compensation insurance as provided by law for independent contractors within a reasonable time after execution;
- (b) Assurance that the attorney or firm will not assign the agreement nor sub-contract any legal services under the agreement without prior, written consent of the Mayor;
- (c) Recognition that the intended period of performance of the contract will end no later than June 30, 2017, with reasonable extension of the term in the City's discretion for matters in process at the date of termination;
- (d) Commitment to provide the City reasonable notice of intent of the attorney or firm to terminate the contract prior to June, 30 2017, and acceptance of the City's right to terminate the contract at any time without cause.
- (e) Assurance and acceptance of any other term contained in the June 29, 2015 RFP.

Respectfully Submitted,

**CURRIE JOHNSON GRIFFIN
& MYERS, P.A.**



Peter C. Abide
Attorney and Managing Partner

925 Tommy Munro Drive, Suite H
Biloxi, Mississippi 39532
(228) 385-1010 Telephone
(228) 385-1011 Facsimile
pabide@curriejohnson.com

III. SPECIFIC ASSIGNMENTS

The City Attorney, under the direction of the Mayor, may from time to time make assignments of tasks and/or cases to engaged attorneys and law firms in the category or categories for which they have been engaged for legal services, to be carried out under the supervision and direction of the City Attorney.

IV. CATEGORIES OF LEGAL SERVICES

All categories shall include counseling the Administration and City Council, transactional matters, drafting of instruments and contracts, representation in regulatory matters, and representation in litigation matters relating to the category, all as, if and when directed by the Mayor or the City Attorney—to wit:

- Item (A)
1. Annexation and redistricting: counsel and litigation.
 2. Architectural, engineering, planning and other professional service contracts: counsel, drafting agreements, transactions, and litigation.
 3. Bankruptcy: counsel and litigation.
 4. Bond Counsel for General Obligation bonds.
 5. Bond Counsel for Tax Increment Financing bonds.
 6. Business and general liability litigation: counseling and representing City as plaintiff or defendant, with and without insurance coverage; representation under this category may include litigation in other categories specified herein, if directed by the Mayor or City Attorney.
 8. Cemetery issues: counsel and litigation.
 9. City contracts (non-construction): counsel, drafting contracts, transactions and litigation.
 10. Civil service and personnel: counsel and litigation.
 11. Collection of debts due the City or City Court: counsel and litigation.
 12. Construction contracts: counsel and drafting contracts; transactions and litigation.
 13. Development incentives, grants and loans (public and private sources): Drafting applications and contracts, counsel, transactions, litigation.
 14. EEOC: counsel and litigation.
 15. Elections: counsel and litigation.
 16. Eminent domain: counsel, pre-acquisition negotiations and litigation.
 17. Environmental permitting: counsel and litigation.
 18. Ethics in government and professional services and transparency issues (open meetings and public records requests and appeals): counsel, drafting ordinances and litigation.
 19. Financial Advisor: for bonds and other debt instruments and for investments of city funds.
 20. Hurricane or disaster assistance: drafting pre-storm preparation contracts per FEMA guidelines, post-disaster issues, counsel, and litigation.
 21. Intellectual property: counsel, drafting instruments and contracts, and litigation.
 22. Motor vehicles for hire regulation: counsel, drafting ordinances and documents, and litigation.

23. Non-profit organizations: general and tax counsel and drafting organizational documents and applications for tax exempt status with the IRS and State Department of Revenue for non-profit organizations created by or affiliated with the City.
24. Planning & Zoning: counsel to City Planning Commission, Building Board of Adjustments and Appeals, and administrative staff; attend meetings of Planning Commission, Building Board of Adjustments and Appeals, and City Council when requested; drafting ordinances; representing City in Bills of Exceptions and other appeals and litigation.
25. Private utilities (cable, power, and other private utilities): drafting franchise and other agreements, counsel, transactions, litigation, and regulatory matters.
26. Public utilities (water, sewer, other public utilities): counsel, drafting agreements, transactions, litigation, and regulatory matters.
27. Real estate: counsel, drafting contracts and other instruments (deeds, leases, etc.) for sales, purchases, closings, and transactions, and serving as closing attorney.
28. Real estate title searches, opinions, and title insurance (specify title insurance rates separately from hourly services and expenses).
29. Tax appeals (ad valorem, sales tax, gaming tax) and tax exemptions and abatements: counsel and litigation.
30. Telecommunications and Internet: counsel, drafting franchise and other agreements, transactions, litigation, and regulatory matters.
31. Tidelands leases and other issues: counsel, drafting instruments, transactions and litigation.
32. Tort Claims that are subject to State Tort Claims Act: counsel to Administration prior to formal assertion of claim against City, and counsel and litigation after formal assertion
33. Workers compensation: counsel and litigation; management training and risk management seminars for city personnel and contractors.

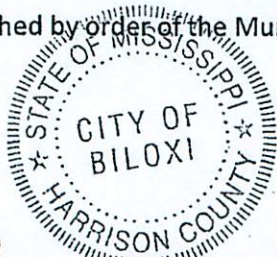
Item (B)

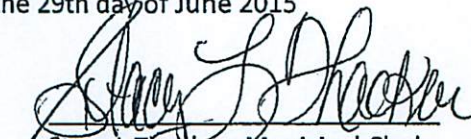
V. TYPES OF PERMITTED EXPENSES

It is anticipated that certain expenses may be reimbursable in conjunction with the engagement of an attorney or firm of attorneys. Categories of anticipated expenses should be specified in the response to this RFP, both by a description of the anticipated expense and a proposed reimbursable rate for that expense. Reasonable expenses other than those specified in the engagement agreement shall not be reimbursable unless approved in writing in advance by the Mayor or City Attorney.

The sealed proposals will be opened at 10:00 AM, Monday, July 13, 2015, in the City Hall Council Chambers, 2nd floor, 140 Lameuse Street, Biloxi, MS 39530.

Published by order of the Municipal Clerk, this the 29th day of June 2015




Stacy L Thacker, Municipal Clerk

(SEAL)

SEND PROOF OF PUBLICATION.

Publish Twice: July 2, 2015 & July 9, 2015.



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[Home](#) > [Attorneys](#) > Peter C. Abide

Peter C. Abide

Peter Abide is the managing partner of Currie Johnson's Gulf Coast office, located in Biloxi Commerce Park. Mr. Abide's practice focuses on personal injury defense, coverage issues, and trial work of all types. Mr. Abide also assists several local businesses on employment issues, contractual disputes, and general representation.

A resident of Biloxi since 1987, Mr. Abide and his wife Judy have three daughters. He is an active member of Nativity Catholic Church (Parish Council), Biloxi Kiwanis, Gulf Coast Chamber, and Biloxi Chamber.

Admitted to bar

- Mississippi 1986

Education

- Louisiana State University (B.S., Accounting, 1981)
- University of Mississippi (J.D., 1986)
 - Phi Delta Phi
 - Research Editor and Casenote Editor, Mississippi Law Journal, 1985-1986.
 - Law Clerk to former Chief Justice Armis Hawkins, Mississippi Supreme Court, 1986-1987.

Publications

- Author: Note, "Demand Futility and the Business Judgment Rule," 55:1 Mississippi Law Journal, 1985
- "Supreme Court Review - Contracts, Corporations and Commercial Law," 56:1 Mississippi Law Journal, 1985.

Memberships

- The Mississippi Bar
- Harrison County Bar Association
- American Bar Association (Member, Litigation Section)
- Mississippi Defense Lawyers Association
- Defense Research Institute
- American Inns of Court
- Named to Mid-South Super Lawyers - Personal Injury General: Defense (2014)



Peter C. Abide
Shareholder
Gulf Coast Office
228-385-1010
pabide@curriejohnson.com



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Practice Areas:

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[Home](#) > [Attorneys](#) > Amanda B. Seymour

Amanda B. Seymour

Amanda Benefield Seymour was raised on the Mississippi Gulf Coast. She practiced in the firm's Jackson office for several years after graduation from law school. In 2005, she moved back to the Gulf Coast with the opening of the firm's Biloxi office. Mrs. Seymour is involved in general litigation in Mississippi's state and federal courts.

Mrs Seymour has two children, Claudia and Jace. She and her husband, Mark, a civil engineer, reside in Biloxi.



Amanda B. Seymour
 Shareholder
 Gulf Coast Office
 228-385-1010
aquave@curriejohnson.com

Admitted to bar

- Mississippi 2002

Education

- University of Mississippi (B.A., magna cum laude, 1999)
- Phi Kappa Phi
- University of Mississippi (J.D., 2002)
- National Security Law Journal
- Recipient, James Oliver Eastland Scholarship.

Memberships

- The Mississippi Bar
- Harrison County Bar Association
- Harrison County Young Lawyers
- Mississippi Defense Lawyers Association
- Defense Research Institute
- Mississippi Women Lawyers Association



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The information contained in this website is not, nor is it intended to be, legal advice. You should consult an attorney for individual advice regarding your specific situation. This website does not create an attorney-client relationship. Currie Johnson cannot guarantee that the information in this site always will be current or complete, and as such, information herein should not be relied upon without confirmation that the information is accurate, complete, current, and applicable to your particular situation.





To Whom This May Concern:

I am currently the Risk Manager at the Silver Slipper Casino and have worked with Peter Abide for the past two years. Mr. Abide has represented our casino on numerous matters. Just during this year, 2011, I was involved with two trials in Federal Court whereby the Silver Slipper Casino was being sued. We won both, one by a jury trial and the other was a judge ruling. I was very impressed with the way Mr. Abide handled himself in court from the beginning throughout. His knowledge and overall demeanor stands out. I have worked with many Attorneys' over the years and by far Mr. Abide has been the only one that has exceeded the expectations I have had. He would truly be an asset to your organization.

Sincerely,

Deborah Cogley

Risk Manager

Silver Slipper Casino

5000 South Beach Blvd.

Bay St Louis, MS 39520

228-469-2816 Office

228-469-2767 Fax



A Touchstone Energy® Cooperative 

Headquarters
18020 Highway 603
Kiln, MS 39556
228-363-7000
1-877-769-2372

April 4, 2012

To Whom It May Concern:

As Coast Electric's Vice President of Hancock County Operations and Special Projects, I have known and worked with Peter Abide for many years. In particular we have recently worked on joint use pole contracts involving detailed planning and contract analysis. Peter's knowledge of contract law and ability to make appropriate strategic recommendations has benefited Coast EPA greatly. I am confident he would provide excellent assistance and legal advice to your company.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven R. Pitzer", with a long horizontal flourish extending to the right.

Steven R. Pitzer

- Corporate
- Business Law
- Utility

Ratings

- [Client Rating](#)
- [Peer Rating](#)

Client Rating

Peer Rating

**Overall Client Rating
in Real Estate and Trusts and Estates**

4.9 out of 5.0

Communication Ability..... 5.0
 Responsiveness..... 5.0
 Quality of Service..... 5.0
 Value for Money..... 4.7

- Data based on 3 reviews
- Recommended by 3 Client(s)
- Last reviewed on 12/12/14

[Submit a Client Review](#)

Posted by a Consumer on 12/12/14 5.0 out of 5.0

Professional, very knowledgeable in law field. Easy to talk with. I highly recommend Peter.

Posted by a Small Business on 07/16/14 5.0 out of 5.0

So much knowledge of the ways in which to handle the real estate field in which he was needed, would recommend Peter to all of my fellow partners in Real Estate always, such a smooth process and so professionally handled. Thank you !!!

Posted by a Consumer on 07/15/14 4.8 out of 5.0

Peter is hard working, insightful, and brings invaluable legal analysis to dispute resolution. He has shown integrity and tenacity throughout the process. I would recommend Peter, and use his services again in the future.

Experience & Credentials

Firm Details

Shareholder

Position

Admitted in 1986, Mississippi
1987, U.S. District Court, Southern District of Mississippi, U.S. Court of Appeals, Fifth Circuit and U.S. Supreme Court

Admission Details

University of Mississippi
Class of 1986
J.D.

Law School Attended

Louisiana State University
Class of 1981
B.S.
Accounting

University Attended

Birth Information

- Corporate
- Business Law
- Utility

Ratings

- Client Rating
- Peer Rating

Client Rating

Peer Rating

**Overall Peer Rating
in Insurance and Litigation**

4.8 out of 5.0

- Legal Knowledge.....5.0
- Analytical Capabilities.....4.7
- Judgement.....4.7
- Communication Ability.....4.5
- Legal Experience.....4.9

- Meets very high criteria of general ethical standards

Posted by a Judge on 06/10/13

5.0 out of 5.0

I have known Mr. Abide for more than 25 years. He exhibits the very highest standards of professionalism in his practice.

Posted by a Private Practice Attorney on 06/04/13

4.8 out of 5.0

Peter is a very capable, honest attorney.

Posted by a Private Practice Attorney on 06/03/13

5.0 out of 5.0

Wonderful lawyer.

Posted by a Private Practice Attorney on 06/03/13

5.0 out of 5.0

I have known Peter for 30+ years as a person and 20+ years as a lawyer. He brings a unique approach to the practice of law and is always well prepared. Peter is deserving of Martindale-Hubbell's highest rating.

Posted by a Private Practice Attorney on 06/01/13

5.0 out of 5.0

Peter is a diligent and intelligent lawyer whom I have known for many years.

Experience & Credentials

Firm Details

Shareholder

Position

Admitted in 1986, Mississippi
1987, U.S. District Court, Southern District of Mississippi, U.S. Court of Appeals, Fifth Circuit and U.S. Supreme Court

Admission Details

University of Mississippi
Class of 1986
J.D.

Law School Attended

University Attended

EXHIBIT "D"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

STANTON J. FOUNTAIN, JR., Attorney at Law

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Stanton J. Fountain, Jr., Attorney at Law (the "Law Firm".)

The attached proposal and engagement letter dated July 13, 2015 from Stanton J. Fountain, Jr., Attorney at Law, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. Stanton J. Fountain, Jr., is the primary attorney in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK

STANTON J. FOUNTAIN, JR., Attorney at Law

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

STANTON J. FOUNTAIN, JR.

Attorney At Law
963 Howard Avenue
Post Office Box 817
Biloxi, MS 39533

(228) 374-3327

fax (228) 435-1641

July 13, 2015

Mayor Fo-F0 Gillich
Mayor of the City of Biloxi
City Council Chambers
Biloxi, Mississippi

Re: Proposal for Legal Services

Dear Mayor Gillich:

Please find enclosed a copy of my resume which I am submitting in connection with this letter as my proposal for Legal Services. My Mississippi Bar Number is 5447. For services as an independent contractor, I would expect \$150.00 per hour for attorney's fees, \$50.00 for secretary/paralegal fees, plus reimbursement for expenses as outlined in your request for proposals. Time out of the office would be billed portal to portal. Alternatively, in connection with the position of Planning commission attorney, I would like to explore a hybrid employee/independent contractor arrangement. I have already had a total of approximately 14 years as planning commission attorney, four of which I worked as a hybrid and accrued 4 years of PERS contributions.

My experience is set forth in my resume, and in addition, the scope and quality of my work is well known to you and many city employees. My office will remain where it has been for 27 years -- 963 Howard Avenue. I will be happy to prepare a proposed contract if the City has real interest in hiring me -- the variations required by the different categories make preparation of a "one size fits all" a daunting task. I am not aware of any conflicts which I have with the City.

The categories that I am interested in being considered for are categories 2 -- Professional Services Contracts, 8 -- Cemetery Issues, 9 -- City Contracts, 12 -- Construction Contracts, 17 -- Environmental Permitting, 20 -- Hurricane or Disaster Assistance, 24 -- Planning and Zoning, 25 -- Real Estate, 31 -- Tidelands Leases and Other Issues

Thank you for your interest and consideration.

With kind personal regards, I am

Very truly yours,

A handwritten signature in blue ink, reading "Stanton J. Fountain, Jr.", written in a cursive style.

STANTON J. FOUNTAIN, JR.

Enclosure

RESUME

STANTON J. FOUNTAIN, JR.

Office: 963 Howard Avenue
Biloxi, MS 39530

Phone: (228) 806-0641 (Cell)
(228) 374-3327 (Office)

PERSONAL INFORMATION:

Born November 12, 1955, in Gulfport Mississippi. Lifelong resident of Biloxi, Mississippi. Married to the former Judy Oehler, Ph.D., of Biloxi, Mississippi. Father of four children: Stanton, Thomas, William, and Emily.

ACADEMIC:

Bachelor of Science Degree from University of Southern Mississippi awarded May 1978. Major field of study: English. Minor field of study: Business.

Juris Doctorate from University of Mississippi awarded May 1982.

PROFESSIONAL EMPLOYMENT:

February 1996 to present: Self employed as a solo practitioner in Biloxi, Mississippi.

June 1993 to February 1996: Law partnership, Fountain & Walker, P.A., in Biloxi, Mississippi.

December 1988 to May 1993: Self employed as a solo practitioner in Biloxi, Mississippi.

June 1982 to December 1988: Associate of Bobby G. O'Barr, P.A., in Biloxi, Mississippi.

OTHER PROFESSIONAL POSITIONS:

1982 to 1988: Attorney for Mississippi Bureau of Marine Resources

September 1992 to August 2005: Special City Attorney Biloxi Planning Commission

January 2006 to July 2014: Special Family Master, Mississippi's Eighth Chancery District

AWARDS:

American Jurisprudence Award for Excellent Achievement in the Study of Torts, awarded Spring 1980.

University of Mississippi School of Law Certificate of Achievement for Exceptional Academic Performance in the Study of Coastal Zone Law, awarded Fall 1981.

Honorable Mention for Abstract "Public Rights in Coastal Lands: Three Common Law Theories Affecting Deer Island's Future", awarded July 21, 1982, by The Sea Grant Association, in cooperation with National Ocean Industries Association and National Fisheries Institute.

Honorable Mention for Abstract "Littoral Rights: Rights of Property Owners Along Mississippi's Tidal Waters", awarded July 21, 1982, by The Sea Grant Association, in cooperation with National Ocean Industries Association and National Fisheries Institute.

PUBLICATIONS:

Fountain, Worker's Compensation for Mental Injuries Not Precipitated By Physical Trauma, *Voir Dire*, No. 10, p. 13 (1986)

Jarman and Fountain, Public Rights in Coastal Lands: Using Common Law Theories to Guarantee Public Access to Mississippi's Beaches. In *Estuarine and Coastal Management: Tools of the Trade, Proceedings of the Tenth National Conference of the Coastal Society, October 12-15, 1986*, edited by M.P. Lynch and K.L. McDonald, 605-10. Bethesda, Md.

MISSISSIPPI STATE BAR COMMITTEE MEMBERSHIPS:

1989 to 1992: Lawyer Referral Service Committee

1989 to 1993: Young Lawyer's Division Disaster Legal Assistance Committee

1993 to 1994: Young Lawyer's Division Delivery of Legal Services to the Elderly and Disabled Committee

OTHER:

2012 & 2011 Volunteer Judge Mock Trial Competition

1996 to 1997: President Jeff Davis Elementary School Parent Teachers Association

1993: Volunteer Lawyer for Law Week: A Lawyer in Every Mississippi Classroom Program

1992: Volunteer Lawyer for the Lawyer/Doctor/Teacher Drug Education Partnership Program

1992: President Biloxi Businessmen's Club

1990 to 1991 Chairman of the Public Education Committee for Natural Resources Section of the Mississippi State Bar

1985 Volunteer Lawyer for Hurricane Elena Disaster Legal Assistance

REFERENCE:

Sam J. La Rosa, Jr.
Post Office Box 231
Piltz, Williams, LaRosa & Co.
Biloxi, MS 39533
(228) 374-4141 (o)
(228) 365-9735 (c)

EXHIBIT "E"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

WESSLER LAW FIRM

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Wessler Law Firm (the "Law Firm".)

The attached proposal and engagement letter received July 13, 2015 from Wessler Law Firm, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. William P. Wessler and W. Gerry Wessler are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK DATE: August ____, 2015

WESSLER LAW FIRM

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.



WESSLER LAW
FIRM

WILLIAM P. WESSLER*

W. GERRY WESSLER

Attorneys at Law

Board Certified* • Consumer Bankruptcy Law
American Board of Certification

1624 24th Avenue
P. O. Box 175
Gulfport, MS 39502

Telephone (228) 863-3686
Email: wwessler@cableone.net
Fax: (228) 863-7877

Proposal to provide legal services to the City of Biloxi, Mississippi

This letter is a proposal to provide legal services to the City of Biloxi, Mississippi in the following categories:

- Bankruptcy: counsel and litigation
- Collection of debts due to the City or City Court: counsel and litigation

Wessler Law Firm represents both individual and business debtors in bankruptcy cases under all chapters of the bankruptcy code. We also represent creditors such as banks, finance companies and mortgage companies. This experience provides valuable insights because we know both sides and their strategies. In addition to this, we have also represented bankruptcy trustees and creditor committees.

We handle cases under all chapters of the bankruptcy code – Chapter 7 (liquidations), Chapter 11 (business reorganizations), Chapter 12 (payment plans for family farmers and fishermen), and Chapter 13 (payment plans for individuals with regular income).

Unlike many bankruptcy attorneys who maintain large staffs and handle a large volume of cases, we concentrate on the quality of the representation; not the quantity of cases. Our firm is a small locally owned family business that has been specializing in bankruptcy law for over 40 years. Because we do not employ a large staff, our overhead is low which allows us to charge rates that are usually well below charged by those larger firms. We handle all of our cases personally and are always available to take calls and questions from clients.

In addition to our bankruptcy practice, we have extensive experience in collections.

Aside from regular collections work that we do for our creditor clients, our firm has been retained by the Harrison County Board of Supervisors since 2007 for the purpose of collecting delinquent

personal property taxes. In our time of employment, over the past eight years, we have been successful in recovering millions in unpaid taxes owed to the county.

In 2014, we assisted in collecting \$800,000+ in delinquent personal property taxes and we have been able to recover \$400,000+ for the county so far in 2015.

For the above reasons we feel that our firm can provide excellent service in the areas of bankruptcy and collections for the City of Biloxi. We would happily welcome any opportunity to handle cases pertaining to those particular areas.

I appreciate you taking the time to read my letter and I am looking forward to your response. If you have any questions, concerns, or need anything at all, please feel free to give us a call or send me an email.

Best Regards,
William P. Wessler
Mississippi Bar # 7110

W. Gerry Wessler
Mississippi Bar #104492




William P. Wessler
Attorney at Law
Wessler Law Firm

P.O. Box 175
Gulfport, MS 39502

228.863.3686 Office
228.863.7877 Fax
228.313.3686 Mobile

www.wesslerbankruptcy.com

 /wesslerlawfirm

Enc:WPW



WESSLER LAW
FIRM

WILLIAM P. WESSLER*
W. GERRY WESSLER

Attorneys at Law

Board Certified* • Consumer Bankruptcy Law
American Board of Certification

1624 24th Avenue
P. O. Box 175
Gulfport, MS 39502

Telephone (228) 863-3686
Email: wwessler@cableone.net
Fax: (228) 863-7877

Proposed Hourly Rate & Fee Structure:

Bankruptcy: counsel and litigation

- \$135.00 per hour plus court filing fees; or
- We would also be willing to submit flat fee proposals for common bankruptcy motions and objections, etc which would likely reduce costs for the city's legal services. Examples:
- Objection to confirmation of chapter 13 plan \$400.00
- Preparation and filing of proof of claim \$225.00
- Motion for Relief from Stay in consumer case \$500.00 plus filing fee (\$176.00)

(additional flat fee quotes available upon request)

Collection of debts due to the City or City Court: counsel and litigation

- In routine collection matters where suit is filed, 33% contingency fee on any and all amounts collected after complaint has been filed and client pays the filing fees and court costs such as cost of service of process. In cases where the debt is less than \$8,000.00 and in situations where it appears that collection is very unlikely, we charge a "suit fee" of \$350.00 to prepare and file suit and to obtain judgment in addition to the 33% contingency fee on amounts collected, if any.
- Demand letters sent by certified mail for \$65.00 or by regular mail(as per client's preference) for \$45.00.
- In more complex collection matters, hourly rate of \$135.00, plus costs.



WESSLER LAW FIRM

William P. Wessler

Board Certified • Consumer Bankruptcy Law
American Board of Certification
1624 24th Avenue
P. O. Box 175
Gulfport, MS 39502
Telephone (228) 863-3686
E-mail: wwessler@cableone.net

SUMMARY OF QUALIFICATIONS:

- Over 39 years' experience in full time legal practice specializing in bankruptcy law in Gulfport, Mississippi
 - Extensive experience representing creditors, debtors, and trustees in proceedings under all chapters of the Bankruptcy Code (business and consumer cases)
 - Extensive experience in collections, replevins, foreclosures, and evictions.
- Board Certified in Consumer Bankruptcy Law by the American Board of Certification since 1994
- Former President of the Mississippi Bankruptcy Conference, Inc. (1998)
- A-V, Preeminent Rated by Martindale-Hubbell Law Directory for 10+ consecutive years
- Co-Editor of The Mississippi Conference, Inc. Newsletter, 1988 – present
- Former law clerk to U.S. Bankruptcy Judge T. Glover Roberts

PROFESSIONAL EXPERIENCE:

WESSLER LAW FIRM, Gulfport, MS

Wessler Bankruptcy Law Firm established Sept. 2013 with W. Gerry Wessler (son), *Sept. 2013 – Present*

WILLIAM P. WESSLER, ATTORNEY AT LAW, Gulfport, MS

Solo Bankruptcy/Collections Practitioner *April 1982 – September 2013*

MONTGOMERY, BARNETT, READ, HAMMOND & MINTZ, LLP, Gulfport, MS

Special Counsel for New Orleans, LA law firm, April 2002 – January 2005

U.S. BANKRUPTCY JUDGE T. GLOVER ROBERTS, Biloxi, MS

Law Clerk, *April 1981 – April 1982*

WILLIAM P. WESSLER, ATTORNEY AT LAW, Gulfport, MS

Solo Practitioner, *August 1979 – April 1981* (engaged in general civil and criminal practice)

WHITE & MORSE, ATTORNEYS AT LAW, Gulfport, MS

Associate, *January 1977 – August 1979*

- Duties included a wide range of legal practice such as workmen's compensation litigation, general litigation, and real estate practice.

EDUCATION:

University of Mississippi, Oxford, MS

Doctor of Jurisprudence, 1976

- Member Moot Court Board 1975-1976
- Winner of American Jurisprudence Award in Property II

Tulane University, New Orleans, LA

B.A. History, 3.22

- Dean's List – 6 Semesters
- Phi Eta Sigma Freshman Honor Society
- Sigma Alpha Epsilon Fraternity Member

University of Warwick, Coventry, England

- Study abroad Junior year of Tulane University

REPRESENTATIVE CLIENTS:

Hancock Bank/Whitney Bank

Bankruptcy/Collections/Foreclosure Attorney

circa 1984 – present

Harrison County Tax Collector

Bankruptcy/Tax Collection Attorney

circa 1984 – present

Hired to collect delinquent personal property taxes

2007 – present

- *Since March of 2014, successfully recovered \$1,250,000+ in delinquent personal property taxes owed to Harrison County, MS*

Memorial Hospital at Gulfport

Bankruptcy Attorney

circa 1985 – present

First National Bank of Picayune

Bankruptcy/Collections/Foreclosure Attorney

circa 2001 – present

Pioneer Credit Company

Bankruptcy/Collections Attorney

circa 2002 – present

Acceptance Loan Company

Bankruptcy/Collections/Foreclosure Attorney

circa 2010 – present

Bank of Wiggins

Bankruptcy/Collections/Foreclosure Attorney

circa 2011 – present

The First, ANBA

Bankruptcy/Collections/Foreclosure Attorney

circa 2012 – present

Republic Finance Company

Collections Attorney

circa 2013 – present

PERSONAL REFERENCES

Hon. Joseph Meadows, Attorney at Law

- Past President of Mississippi Bar Association
- (601) 864-4511

Hon. Leonard A. Blackwell, III, Attorney at Law

- Past President of Mississippi Bar Association
- (601) 864-1484

George Schloegel (Former Mayor of Gulfport)

- Former President and Chairman of the Board of directors of Hancock Bank
- (228) 868-5700

Hon. Joy L. Phillips, Attorney at Law

- General Counsel for Hancock Bank and former president of the Mississippi Bar Association
- (228) 563-5755

Hon. Richard P. Salloum, Attorney at Law

- (228) 868-7070

Roy Anderson, III (Roy Anderson Corporation)

- (228) 896-4000

Sherwood R. Bailey, Jr. (Bailey Lumber Company)

- (228) 896-6071

Hon. Robert H. Walker, U.S. Magistrate Judge

- (228) 563-1720

Wayne Tisdale (Stewart Sneed Hewes Insurance)

- (228) 863-5362

EXHIBIT "F"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

JAMES K. WETZEL & ASSOCIATES

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and James K. Wetzel & Associates, a Professional Law Corporation (the "Law Firm".)

The attached proposal and engagement letter dated July 8, 2015 from James K. Wetzel & Associates, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. James K. Wetzel and Garner J. Wetzel are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK DATE: August ____, 2015

JAMES K. WETZEL & ASSOCIATES, A PROFESSIONAL LAW CORPORATION

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

JAMES K. WETZEL & ASSOCIATES

**ATTORNEYS AT LAW
A PROFESSIONAL LAW CORPORATION
1701 24TH AVENUE
GULFPORT, MISSISSIPPI 39501**

July 8, 2015

**POST OFFICE BOX 1
GULFPORT, MISSISSIPPI 39502
TELEPHONE (228) 864-6400
TELECOPIER (228) 863-1793
E-MAIL JKWETZEL@CABLEONE.NET
WWW.WETZELLAWFIRM.COM**

**JAMES K. WETZEL
GARNER J. WETZEL**

**Mayor Andrew Gilich
City of Biloxi
Post Office Box 429
Biloxi, MS 39533**

Re: Proposal to Provide Legal Services for City of Biloxi

Dear Mayor Gilich:

Our law firm has received the City of Biloxi's request for proposals for legal services from qualified attorneys and law firms to act as special counsel under the supervision and direction of the City Attorney, the Honorable Gerald Blessey.

For your benefit, I have enclosed a copy of my resume outlining my 36 years of experience as a major trial litigator here along the Mississippi Gulf Coast.

My law firm, James K. Wetzel & Associates, for the most part has provided litigation services primarily in the areas of workers' compensation, general liability and policy liability. As you can also readily ascertain, I formerly served as City Attorney for the City of Gulfport from 1985-1989, which was part of my overall practice and I handled all legal matters for the City of Gulfport.

I have extensive knowledge and understanding of municipal transactions which include: complex, commercial and municipal contracts; and business-government contracts. During my tenure as City Attorney, I drafted all of the municipal ordinances and handled all of the City of Gulfport's general liability litigation.

I was also lead attorney for the City of Gulfport and responsible for the annexation of the Orange Grove area which made the City of Gulfport the second largest city in Mississippi. I might also add that I was responsible for all legal matters and services for the City of Gulfport during their transfer from the mayor-commission form of government to the mayor-council form of government, which took place in 1985 as well.

During this period of time, I provided extensive legal expertise to Stewart, Sneed & Hewes to provide the City of Gulfport with a self-insured program, which is still being used by the City of Gulfport as well as the City of Biloxi. I am familiar with and have worked with the adjusting company for the cities of Gulfport and Biloxi, who are still carrying on the day to day risk management for the cities.

Mayor Andrew Gilich
July 8, 2015
Page 2

I have reviewed the categories for legal services that the City has requested, however, I believe that we can best serve the City of Biloxi by providing them with litigation support in the areas of tort claims, which are subject to the state Tort Claim Act, and act as counsel to the administration prior to the formal assertion of claims against the City and if litigation follows, act as trial counsel after suit has been filed. We also believe that we can help the City in its police liability which would also include counsel to administration prior to formal assertion of the claim against the City and trial counsel after suit has been filed. The third area we believe that we can provide the utmost assistance to the City would be in the area of workers' compensation since we have handled all of these claims for over 36 years. Additionally, I believe we can also provide management training and risk management seminars for key City personnel to assist the City in its risk management to preclude claims from arising or to at least mitigate those losses.

Finally, I also have an extensive experience in tideland leases and similar issues. I handled one of the primary tidelands issues that went to the Mississippi Supreme Court styled *Andrew & Jacobina Gilich v. Mississippi Dept. of Transportation*, which was one of the seminal cases involving bottom lands which are covered not only by statute but by common law.

I became extremely involved with the tideland issue when I was City Attorney as it was one of the litigated areas that came under scrutiny between 1985 – 1989, prior to the tidelands legislation.

We can also provide the City with general business and liability litigation which would include counseling and representing the City as a Plaintiff or a Defendant, with or without insurance coverage, which would include all areas of City litigation.

I am also well versed in the area of annexation since I was the lead attorney in the annexation of Orange Grove, which began in 1985.

Our hourly fee schedule begins at \$135.00 an hour for attorneys and \$55.00 an hour for paralegals upwards to \$250.00 an hour for legal services that we would provide the City at a discounted rate. Our customarily hour fee for many of our hourly clients in commercial litigation is between \$250.00 - \$300.00 per hour. However, having been born and raised in Biloxi, we are willing to adopt a fee structure that would be amenable to the City of Biloxi to assist in the reducing of its annual costs for legal services. We are willing to have adjustments up or down to reduce the City's annual costs and expenses without reducing the quality of service that the City must desperately maintain.

We would respectfully request that the Mayor and City Council consider our extensive background in civil litigation as well as the fact that I have previously served as a City Attorney for the second largest city in Mississippi. Please feel free to contact former Mayor, Leroy Urie, regarding the professional services we provided his administration for four years.

Mayor Andrew Gilich
July 8, 2015
Page 3

Again, on behalf of the law firm of James K. Wetzel & Associates, we do appreciate the opportunity to submit this proposal for the categories of legal services submitted above.

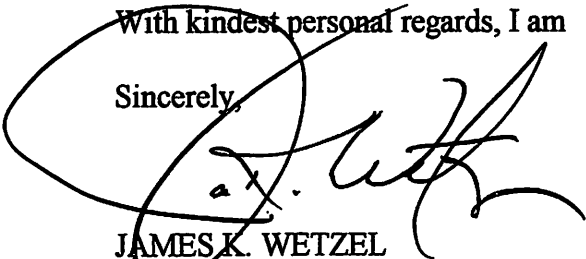
Should you need any additional information, please advise and I will be more than happy to provide same.

I do believe that our resume will speak for our extensive experience in all of the state and federal courts as well as the administrative agencies of the State of Mississippi, which I have practiced before and continue to practice on a weekly basis.

Looking forward to your prompt reply.

With kindest personal regards, I am

Sincerely,



JAMES K. WETZEL
JKW.mg
Enclosure

JAMES K. WETZEL
d/b/a *James K. Wetzel & Associates*
1701 24th Avenue
Gulfport, MS 39501

RESUME

- Born in Biloxi, 1954.
- Lawyer practicing on the Mississippi Gulf Coast for 36 years
- Education:
 - Biloxi Public Schools, Graduated Biloxi High School, 1972
 - University of Southern Mississippi, B. A., 1976
 - Mississippi College School of Law, J.D., 1979
- Clerkship:
 - Mississippi Supreme Court, 1979 – 1980, Chief Justice Harry G. Walker.
- Associate Lawyer – Hopkins & Logan, 1980 – 1983. Handled:
 - Major litigation for numerous insurance companies (Hartford, Wausau, Liberty Mutual, etc.) in State and Federal Court in three states.
 - Major trial and appellate practice
- James K. Wetzel & Associates, 1984 to present. Handling:
 - Tort litigation for injured parties
 - Criminal defense
 - Business contracts
 - Real estate transactions
 - Civil service hearings
 - Workers' compensation claims
 - Commercial litigation
 - Drafting of business contracts and commercial leases
 - Litigation in Federal and State Courts
 - All State administrative agency issues
 - Social Security Administration hearings
 - Federal Longshore and Harbor Workers' Compensation hearings
 - Family law
- City Attorney for City of Gulfport, 1985 - 1989. Handled:
 - All legal matters for the City:
 - Litigation
 - Business and government contracts
 - Complex commercial and municipal contracts
 - Complex commercial and governmental real estate transactions
 - Zoning and governmental debt ordinances
 - Drafting of all municipal ordinances
 - Corporate and municipal debt obligations
 - Redrafted entire Gulfport Municipal Code
 - Civil Service hearings
 - EEOC complaints
 - Tideland leases

- Eminent domain proceedings
 - Lead attorney for City of Gulfport annexation of Orange Grove (1985 - 1989)
 - Handled all legal matters for Gulfport in transferring from the mayor commission form of government to mayor council form of government (1985)
 - Preparing legislation for local and private laws presented to the Mississippi legislation
 - Provided legal expertise to Stewart, Sneed & Hewes to provide City of Gulfport with self-insured program, which is still being used by the City of Gulfport & Biloxi
 - Provided all litigation support in defending claims against the City for general liability coverage; police liability coverage; and workers' compensation programs
 - Provided day-to-day legal advice to Mayor and City Council
- Admitted to practice: U.S. 5th Circuit Court of Appeals, U.S. 11th Circuit Court of Appeals, U.S. District Court for Mississippi, all state courts and administrative agencies
- Served on Court Liaison, Judicial Administrative Committee and President Elect Nominating Committee for the Mississippi State Bar Association
- Member of Mississippi Trial Lawyers Association, American Bar Association and Association of Trial Lawyers of America
- Top 100 Trial Lawyers in the State of Mississippi by the National Trial Lawyers Association
- Top 100 Litigation Lawyer in the State of Mississippi for 2015 by the American Society of Legal Advocate
- Nominated in 2015 to become a member of Super Lawyers of the U.S.
- Speaker at numerous seminars on personal injury practice and workers' compensation.
- Active trial litigator with 36 years of active trial and appellate experience
- General counsel for Gulf Coast Community Federal Credit Union, 24 years
- Married to Garnette Ann Wetzel for 40 years who serves as Office Manager/Accountant for James K. Wetzel & Associates
- One son, Garner James Wetzel, practicing at James K. Wetzel & Associates for 6 years
- King D'Iberville of Gulf Coast Carnival Association, 2013
- Served as President of The Revelers Carnival Association, 2015
- King of Billikens Carnival Association, 1994
- King of The Revelers Carnival Association, 2000
- Boss of the Year Harrison & Hancock County Legal Secretaries Association, 1984 – 1985 and 1997 – 1998
- James K. Wetzel & Associates concentrates its practice in civil litigation. James K. Wetzel has tried hundreds of cases in many different areas of the law including:
 - Medical Malpractice

- Product Liability
- Premises Liability
- Commercial and construction litigation
- Maritime injuries
- Automobile/Truck liability
- Professional liability
- Police liability
- Workers' compensation
- Social Security Disability
- Approved Administrative Hearing Officer for Secretary of State's Office
- Trained mediator

EXHIBIT "G"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

WHEELER & WHEELER, PLLC

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Wheeler & Wheeler, PLLC (the "Law Firm".)

The attached proposal and engagement letter dated July 13, 2015 from Wheeler & Wheeler, PLLC, together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. David A. Wheeler and Candace C. Wheeler are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK DATE: August ____, 2015

WHEELER & WHEELER, PLLC

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

WHEELER & WHEELER, PLLC

ATTORNEYS AT LAW

185 Main Street
Biloxi, MS 39530

DAVID A. WHEELER
david@wheelerattys.com

CANDACE C. WHEELER
candace@wheelerattys.com

P.O. Box 264
Biloxi, MS 39533

Ph. (228) 374-6720
Fax (228) 374-6721

July 13, 2015

Mayor's Office, City Hall, 2nd Floor
140 Lameuse Street
Biloxi, MS 39530

RE: Supplement to Proposal for Legal Services

Dear Sir/Madam:

Please accept the enclosed original and three copies of our proposed written engagement agreement which is the Exhibit "B" to our firm's qualifications and experience and our proposal price for performing the services listed therein which was previously submitted. This exhibit was erroneously omitted from our package.

If you have any questions or require any further information, please contact us.

Sincerely,



David A. Wheeler

DAW/hc
Enclosure

THE FIRM OF WHEELER & WHEELER, PLLC, (hereinafter "Firm") consisting of David A. Wheeler, MS Bar No. 7126 and Candace C. Wheeler, MS Bar No. 7125, submits this Proposal for legal services pursuant to the Request for Proposals for Legal Services issued by the City of Biloxi, Mississippi on June 29, 2015.

1. **Qualifications and Proposed Hourly Rates:** The Firm experience and qualifications are attached hereto as Exhibit "A". The Firm proposes an hourly rate for services at the current hourly rate of the City of Biloxi of \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly. In addition, the Firm proposes reimbursement for out-of-pocket expenses based on the actual cost, exclusive of copies. The Firm proposes copy fees of \$.15 per page, with the exception of copies obtained from any Courthouse or other third party, which would be charged at the rate charged by the Courthouse, currently \$.50 per page for letter and legal size documents, and additional charges for copies of Plats or larger documents may apply, or actual charges charged by other third parties.

The Firm will consider alternate Fee Structures for legal services to be negotiated for specific categories of legal services such as fixed fees and expense limits, adjustments up or down based on success or failure, maximum costs of legal services in relation to final money judgments, sliding scales of percentage fees for opinions involving long term risks for the Firm and other negotiated alternative fee structures.

2. **Experience:** The experience of each attorney to be assigned to each category of work as specified below under the categories of the legal services proposal is included in the Firm Experience Qualifications attached hereto as Exhibit "A" and under each category. In general, the Firm has in excess of 30 years experience in the fields of commercial and residential contract counseling, negotiation, drafting and litigation; title examinations, and closings; tax sale litigation; tidelands negotiation; and general litigation, representing plaintiffs and defendants.
3. **Community Commitment:** The Firm's office is located at 185 Main Street, Biloxi, Mississippi, where it has been located since 1987. The Firm rebuilt after suffering severe damage in Hurricane Katrina with a mixed-used commercial/residential structure containing an apartment on the second floor and a law office on the first floor. The Firm consists of two full-time attorneys, David A. Wheeler MSB#7126 and Candace C. Wheeler MSB#7125, and one full-time legal assistant. The Firm has represented the City of Biloxi in the past on multiple occasions primarily involving land acquisitions, easement acquisitions, property exchanges, and eminent domain actions, all of which were handled primarily by David A. Wheeler.

David A. Wheeler also served the community in the capacity of Biloxi City Prosecutor from 1985-1992 and as Attorney for the Biloxi Planning Commission and Board of Zoning Adjustments from February 2012 until present. He also served the community as President of the Harrison County Bar Association in 2005, serving as a liaison between the County Bar Association and nationwide bar associations in coordinating disaster assistance in our area. The Firm began operations in the City of Biloxi in June of 1981 at an office on Howard Avenue and has continuously operated in the City of Biloxi since that time.

The Firm submits its proposal for legal services for the following categories:

(1) Architectural, engineering, planning and other professional service contracts.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. In the event the City increases its hourly rate for special counsel, the Firm's rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has in excess of 30 years experience in representing corporations, companies and firms in connection with negotiating and drafting, commercial contracts and agreements, as well as prosecuting and defending litigation concerning commercial contracts and agreements.

(2) City contracts (non-construction).

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has in excess of 30 years experience in representing corporations, companies and firms in connection with negotiating and drafting, commercial contracts and agreements, as well as prosecuting and defending litigation concerning commercial contracts and agreements.

(3) Construction contracts.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has in excess of 30 years experience in representing corporations, companies and firms in connection with negotiating and drafting, commercial contracts and agreements, as well as prosecuting and defending litigation concerning commercial contracts and agreements.

(4) Eminent domain.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has in excess of 20 years experience in representing individuals, corporations, companies and firms in connection with eminent domain actions. In addition to the Firm's experience as noted in Exhibit "A", David A. Wheeler has represented the City of Biloxi on prior occasions prosecuting eminent domain actions on behalf of the City of Biloxi, including counsel, pre-acquisition negotiations, and litigation.

(5) Planning & Zoning.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has in excess of 30 years experience in representing individuals, corporations, companies and firms in connection with planning and zoning matters. In addition to the Firm's experience as noted in Exhibit "A", David A. Wheeler has been the attorney for the

Biloxi Planning Commission and the Biloxi Board of Zoning Adjustments since February 2012.

- (6) Real estate counsel, drafting contracts and other instruments (deeds, leases, etc.) for sales, purchases, closings, and transactions, and serving as closing attorney.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has had an active real estate practice for 34 years in connection with counsel, negotiating and drafting contracts, deeds, deeds of trust and other related instruments for sales, purchases, closings and transactions in both residential and commercial real estate transactions, as well as serving as closing attorney.

In addition, the Firm has represented Golden Nugget Biloxi, Inc., the predecessor to Beau Rivage Resorts, Inc., in connection with all of its property acquisitions, including title examinations, contract negotiation and preparation, deed preparations and closings for the property which constitutes the current Beau Rivage casino site, including the property owned by Beau Rivage north of Highway 90, west of Caillavet Street, east of I-110 and south of Howard Avenue, as well as the former Rex property located on Caillavet Street north of the L&N Railroad tracks. The Firm also represented Beau Rivage Resorts, Inc. in connection with its acquisition of the property on which its golf course, Fallen Oaks, is located, handling the title examination, closing and document preparation in connection with that acquisition.

The Firm also represents Treasure Bay, LLC in a general capacity on an as needed basis as well as in connection with acquisition of real estate, contract negotiations and preparation, and property closings.

The Firm has represented Grand Casino in the past in connection with the construction loan and closing related to the original Biloxi Star Theater and some property acquisitions.

The Firm previously represented the Biloxi Housing Authority in connection with the Hope VI Project which involved redevelopment of the Bayview Homes and Bayou Augusta Homes properties, as well as the Point Cadet Senior Living Project, including title examinations,

loan closings and document preparation.

The Firm currently represents the City of Biloxi in two tax sale confirmation cases in which the City is named as a Defendant.

(7) Real estate title searches, opinions, and title insurance.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has had an active real estate practice for 34 years in connection with counsel, negotiating and drafting contracts, deeds, deeds of trust and other related instruments for sales, purchases, closings and transactions in both residential and commercial real estate transactions, as well as serving as closing attorney. David A. Wheeler has been retained on numerous occasions as an expert witness in the field of title examinations and title opinions.

The Firm is an agent for First American Title Insurance Company and Old Republic Title/Mississippi Valley Title Insurance Company. Title insurance premium rates for residential properties are set by each title insurance company. Rates for residential properties are \$4.00 per \$1,000.00 of coverage up to \$1,000,000.00. Premium costs in excess of \$1,000,000.00 are determined by the Title Insurance Company.

Title insurance premium rates for commercial properties are generally the same as residential rates, however commercial rates are negotiable with the company for transactions in excess of \$1,000,000.00.

If title commitments are requested, an additional title commitment fee may be applicable, generally in the range of \$75.00 to \$150.00.

(8) Tax appeals (ad valorem, sales tax, gaming tax) and tax exemptions and abatements.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services, including

a fixed fees and expense limits for certain types of work, as noted above in Section 1, Qualifications and proposed Hourly Rates.

In addition to the Firm's experience as noted in Exhibit "A", David A. Wheeler has represented the City of Biloxi in the past as special counsel before the Harrison County Board of Supervisors and in objecting to tax assessments on various properties located within the City of Biloxi.

(9) Tidelands leases and other issues.

Proposed fee schedule: \$135.00 per hour for attorneys; \$55.00 per hour for paralegals. Should the City of Biloxi increase the hourly rate for special counsel, the Firm's hourly rate will increase accordingly.

The Firm will consider modified fee schedules for services as noted above in Section 1, Qualifications and Proposed Hourly Rates.

The Firm has had experience in the past with its representation of various casino and individual clients in negotiating with the Mississippi Secretary of State's Office regarding tidelands leases, boundary agreements and various other documents relating to the establishment of tidelands, fastlands and agreements relating thereto. The Firm is currently representing individual clients in tidelands litigation and boundary determinations against the Mississippi Secretary of State's Office.

POTENTIAL CONFLICTS

The Firm has no knowledge of any conflicts between parties the Firm currently represents and the City of Biloxi. Potential conflicts may arise, based on the particular services provided to the City of Biloxi, due to the Firm's representation of Treasure Bay, LLC, and the Firm's representation of the Conservatorship of Jackie R. Aldrich and John Bret Aldrich in connection with a tidelands boundary dispute on the property which formerly was the site of the Lady Luck Casino. At this time the Firm knows of no other potential conflicts, but at such time as the Firm may be hired by the City of Biloxi, additional conflict checks will be run.

Our Firm looks forward to providing legal services to the City of Biloxi. The Firm also would be willing to engage in any other categories of legal services not specifically noted above on behalf of the City of Biloxi that the Mayor or City Attorney may deem appropriate based on the Firm's experience and qualifications.

A draft basic engagement letter which can be modified to fit the particular category of legal services is attached as Exhibit "B".

Respectfully submitted,

Wheeler & Wheeler, PLLC

By: _____
David A. Wheeler

**FIRM EXPERIENCE & QUALIFICATIONS
WHEELER & WHEELER, PLLC
ATTORNEYS AT LAW
185 MAIN STREET, BILOXI, MISSISSIPPI**

David A. Wheeler and Candace C. Wheeler established the Firm in June, 1981 in Biloxi, Mississippi. The Firm is an issuing agent for First American Title Insurance Company and Old Republic Title/Mississippi Valley Title Insurance Company.

DAVID A. WHEELER, admitted to Mississippi Bar May 1980, MSB#7126. Admitted to practice before the U.S. District Court, Southern District of Mississippi August 1981; United States Supreme Court May 2012. Education: Centenary College of Louisiana (B.S. Business, 1977); University of Mississippi (J.D. 1980). Member: Mississippi Bar Association, Harrison County Bar Association (President-2005, 1st Vice President-2004, 2nd Vice President-2003, Secretary/Treasurer-2002); Real Property Section of the Mississippi Bar Association; Past City Prosecutor for the City of Biloxi - 1985-1992, Biloxi Bay Chamber of Commerce; Lamar Order

CANDACE C. WHEELER, admitted to Mississippi Bar May 1981, MSB#7125. Admitted to practice before the U.S. District Court, Southern District of Mississippi August 1981; United States Supreme Court May 2012. Education: University of Southern Mississippi (B.A. Journalism 1978); University of Mississippi (J.D. 1981). Member: Mississippi Bar Association; Harrison County Bar Association; Biloxi Bay Chamber of Commerce; Mercy Cross School Board Member-2003-2005; Our Lady of Fatima Tuition Assistance Committee; Lamar Order

Since 1980, the Firm has handled matters in municipal courts, justice courts, county courts, chancery courts, circuit courts, and Federal District Courts in the areas of real estate, personal injury, contract disputes, estate and probate, corporations, tax sale confirmation actions, defense of tax sale confirmation actions, judicial foreclosure actions and eminent domain. A large portion of the practice is devoted to commercial and residential loan transactions including real estate matters, commercial and residential real estate litigation, title work, loan closings and judicial and non-judicial foreclosures. We are approved attorneys for all major lenders doing business in Mississippi in Harrison, Hancock, Jackson and Stone Counties.

The following list is comprised of major lending institutions, municipalities, corporations, and title insurance companies, for whom the firm of Wheeler & Wheeler, PLLC, has provided legal services, including, but not limited to commercial real estate transactions, title searches, title opinions, title commitments, title insurance policies and loan closings and other land and property related work.

EXHIBIT "A"

Municipalities:

City of Biloxi, Mississippi

Division Street Project, Phase 1 & 2 - Title examinations for right of way acquisition

Biloxi Point Cadet Waterfront Project - Title examinations for property acquisitions

Caillavet Street Project - Title examinations for property acquisitions, including eminent domain actions

Bayview Street Widening Project - Title examinations for property acquisitions, including eminent domain actions

City of D'Iberville, Mississippi

Gorenflo Road Project - Title examinations for property acquisitions for road widening; conducting closings

Popps Ferry Road Widening Project - Title examinations for property acquisitions for road widening; conducting closings

Diamondhead Water & Sewer District

Title examinations for property acquisition; representation in action to vacate subdivision for new sewer plant property

Mississippi Coast Coliseum & Convention Center

Title examinations for property acquisitions; conducting closings

Major Lending Institutions for which loan closings are performed:

Community Bank, Coast (where David A. Wheeler serves as trustee)

BancorpSouth Bank

The Peoples Bank

Wells Fargo Bank

Hancock Mortgage Company

Hancock Bank

Keesler Federal Credit Union

Whitney National Bank

First Bank and Trust

Bank One, National Association

Federal Land Bank of New Orleans

Resolution Trust Corporation

Hope Community Credit Union

Trustmark National Bank

Charter Bank

The First

Regions Bank

First Federal Savings & Loan Association of Pascagoula/Moss Point

Corporations:

Beau Rivage Resorts, Inc. - Title examinations for property acquisitions; contract negotiations; property closings; general representation

Golden Nugget Biloxi, Inc. - Title examinations for property acquisitions; contract negotiations; property closings; general representation
Treasure Bay, LLC - Title examinations for property acquisitions; contract negotiations; property closings; general representation
The Grand Casino - Title examinations; property closings
Biloxi Housing Authority - Title examinations; property closings
Pine Island, Inc. - Title examinations; property closings; general representation
Ocean Golf Investments, LLC - Title examinations; property closings; general representations
Condominium Development Corporation - Title examinations; property closings; general representations
Mississippi Gaming Corporation - Title examinations for property acquisitions
Beau View of Biloxi, LLC - Title examinations for property acquisitions; property closings
Chateau LeGrande Homeowner's Association - Title examinations
New Palace Casino, LLC - Title examinations for property acquisitions; property closings
Biloxi Yacht Club - Title examinations for property acquisitions; property closings
Biloxi Maritime & Seafood Industry Museum - Title examinations for property acquisitions; property closings; tax sale litigation

Title Insurance Companies

First American Title Insurance Company, Agent
Mississippi Valley Title Insurance Company, Agent

Municipal Work

David A. Wheeler was hired as attorney for the Biloxi Planning Commission on February 14, 2012.

David A. Wheeler was hired as Special Counsel to represent the City of Biloxi to file and present objections to tax assessments before Harrison County Board of Supervisors.

The Firm was hired as Special Counsel to represent the City of Biloxi in several eminent domain cases in connection with the Bayview Road Widening Project during 1998-2004.

The Firm was hired as Special Counsel to represent the City of Biloxi in connection with the Lee Street Baseball Stadium title issues in 2009.

The Firm currently represents the City of Biloxi as Special Counsel in two pending tax sale confirmation suits.

Notable Mississippi Supreme Court cases

McIntosh v. Deas, 501 So.2d 367 (Miss. 1987) regarding personal injury; jury verdict; additure and remittance.

Couch v. City of D'Iberville, 656 So.2d 146 (Miss. 1995) regarding directed verdict; accident reconstruct expert testimony; municipal liability; construction of contract.

Watts v. Lawrence, 703 So.2d 236 (Miss. 1997) regarding littoral rights of upland owners; public trust land.

Ferrara v. Walters, 919 So.2d 876 (Miss. 2005) regarding construction of a contract; heirship adjudication warranty of title.

REFERENCES

Senator Tommy Gollott
1390 East Bayview Avenue
Biloxi, MS 39530

Bobby Eleuterius, City Manager
City of D'Iberville
D'Iberville, MS 39540
(228) 273-3336

Elmer Williams, President
Harrison County Community Bank, Coast
677 Dr. Martin Luther King Jr. Blvd.
Biloxi, MS 39530
(228) 374-7742

David Hughes, Vice Chairman & Chief Operations Officer
Community Bank
325 Maxie Drive
Brandon, MS 39042
(601) 706-0309

Bill Briscoe, Market President
BancorpSouth Bank
P.O. Box 70
Biloxi, MS 39533
(228) 436-5000

William Holmes, Director
Mississippi Coast Coliseum & Convention Center
2350 Beach Blvd.
Biloxi, MS 39531
(228) 594-3700

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___ 20___, by and between the City of Biloxi, Mississippi (hereinafter referred to as "City"), and Wheeler & Wheeler, PLLC (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

1. Purpose.

The purpose of this Contract is for the Attorney to provide City Legal Services in connection with _____.

2. Statement of Work.

For the consideration referred to in Paragraph 4, Consideration and Payment, the Attorney shall provide the City with General Legal Services as required by the City related to _____, in accordance with all applicable or required state and federal laws and regulations. Legal Services shall be provided in accordance with _____ and shall include but not be limited to _____, and other related legal work.

3. Changes.

The City or Attorney may from time to time request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Attorney, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

4. Consideration and Payment.

The Attorney agrees to furnish General Legal Services as required by the City pursuant to the fee for service schedule attached hereto and marked Exhibit "A". It is understood that this is a time billed contract for services requested, and the amount of services can vary depending upon what is required. This amount may be amended only upon mutual amendment hereof.

5. Scope of Services.

The Scope of Work includes all legal services necessary to properly carry out _____ in accordance with _____, State and City prescribed rules, regulations, policies. The attorney will perform legal work related to _____ in accordance with all state and federal laws and regulations. Legal services shall include, but not be limited to, _____

EXHIBIT "B"

6. Disposition of Work.

All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services shall be the property of the City.

7. Period of Performance.

The Contracted Party shall undertake in complete performance of the services referred to in paragraph one, within a period beginning approximately _____, 20__, and ending no later than June 30, 2017, with reasonable extensions of the term in the City's discretion for matters in progress at the date of termination.

8. Subcontracting.

None of the services covered by this Contract shall be subcontracted without prior written consent of the City.

9. Termination of Contract For Cause.

If, through any cause, the Attorney shall fail to fulfill in timely and proper manner, his obligations under this Contract, or shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney shall entitle the receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Attorney shall not be relieved of liability to the City for damages sustained or the Grantee by virtue of any breach of the Contract by the Attorney. The City may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the City from the Attorney is determined.

10. Termination for Convenience by City.

The City may terminate the Contract at any time without cause by giving written notice to the Attorney of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials which would normally be furnished to the City shall, at the option of the City, become its property. If the Attorney is terminated by the City as provided herein, the Attorney shall be paid for all work completed up to the termination date.

11. Termination for Convenience by Attorney.

The Attorney may terminate this Contract at any time prior to June 30, 2017 by giving written notice to the City of such termination and specifying the effective date thereof. In the event of termination, all materials as described above shall become the property of the City. The Attorney shall be paid for all work completed up to the termination date.

12. Compensation Due to Contracted Party.

The City agrees to pay and the Contracted Party agrees to perform the services regarding _____ and will be billed in accordance with the Fee Schedule attached in Appendix "A". Allowable additional billing charges will include any filing fees, copy charges, long distance calls, and third party charges.

13. Successors and Assigns.

The City and Contracted Party each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Contracted Party.

14. Equal Employment Opportunity.

The Attorney understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Attorney agrees during the term of this Agreement that the Attorney will strictly adhere to this policy in its employment practices and provisions of service. The Attorney shall comply with and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. The Attorney shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including but not limited to the Immigration Reform and Control Act of 1986.

15. Anti-Kickback Rules.

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Attorney shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such

regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

16. Errors and Omissions Professional Liability Insurance.

The Attorney shall provide proof of errors and omissions professional liability insurance in an amount acceptable to the City, and, where required by law, proof of workers compensation insurance within a reasonable time after the execution of this agreement.

19. Findings Confidential.

Any reports, information, data, etc given to or prepared or assembled by the Attorney under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Attorney without prior written approval of the City.

20. Audits and Inspections.

The City, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Attorney which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcripts. The Attorney is required to maintain all required records for three (3) years after the City makes final payments and all other pending matters are closed.

21. Miscellaneous Provisions

This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, nonenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties.

22. Standard of Care

The standard of care for all professional consulting and related services performed or furnished by the Contracted Party and its employees under this Agreement will be the care and skill ordinarily used by members of the Contracted Party's profession practicing under the same or similar circumstances at the same time and in the same locality. Contracted Party makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Contracted Party's services.

EXHIBIT "A"

FEE SCHEDULE

\$_____.00 per hour for all work under the Contract charged by attorneys;
\$_____.00 per hour for all work under the Contract charged by paralegals.

EXHIBIT "H"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
ADDITIONAL TERMS AND CONDITIONS

WISE CARTER CHILD & CARAWAY, P.A.

This engagement agreement for legal services ("Agreement") is entered and effective on the date the Mayor of Biloxi signs this Agreement below, by and between the City of Biloxi, Mississippi, a municipal corporation, and Wise Carter Child & Caraway, P.A. (the "Law Firm".)

The attached proposal and engagement letter dated July 13, 2015 from Wise Carter Child & Caraway, P.A., together with the terms and conditions in the City's Request for Proposals dated June 29, 2015, and these Additional Terms and Conditions (two pages including this page) collectively constitute the Agreement between the parties. If any provisions of the attached proposal and engagement letter are in conflict with these Additional Terms and Conditions, then these Additional Terms and Conditions shall take precedence and prevail.

The Law Firm and the City further agree as follows:

1. Under this Agreement the Law Firm will provide legal services only on cases or issues that may be assigned to the Law Firm by the Mayor or City Attorney from time to time. The Law Firm's legal services for the City shall be performed under the supervision and direction of the City Attorney, Gerald Blessey, who is the City's chief legal officer and Director of the Legal Department.
2. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
3. The hourly rate shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
4. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
5. Jane Wallace Meynardie and Lynda Carter are the primary attorneys in the Law Firm that will perform legal services for the City; however, other members or associates of the firm may also perform services for the City if the Law Firm receives prior approval from the City Attorney for such additional attorneys to work on specific cases or issues.
6. The Law Firm will not assign this Agreement and will not sub-contract its legal services or associate other attorneys or paralegals outside the Law Firm without the prior, written consent of the Mayor.

7. This Agreement will terminate no later than June 30, 2017, and the City reserves the right to terminate the Agreement at any time without cause.

ACCEPTED AND AGREED ON THE DATES STATED BY OUR SIGNATURES
BELOW:

CITY OF BILOXI

BY: _____ DATE: August ____, 2015
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK

WISE CARTER CHILD & CARAWAY, P.A.

BY: _____ DATE: August ____, 2015

ATTACHMENT: Proposal and engagement letter
The City's Request for Proposals dated June 29, 2015 is
adopted by reference as part of this Agreement.

WISE CARTER

WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

LYNDA C. CARTER
lcc@wisecarter.com

JAMES C. SIMPSON, JR.
jcs@wisecarter.com

JANE WALLACE MEYNARDIE
cjm@wisecarter.com

T. RUSSELL NOBILE
trn@wisecarter.com

Coast Office:
1105 30th Avenue, Ste 300
Gulfport, Mississippi 39501
Phone: 228-867-7141
Fax: 228-867-7142

Engagement Letter

July 13, 2015

The Honorable Andrew "FoFo" Gilich, Jr.
Mayor, City of Biloxi
140 Lameuse Street
Biloxi, Mississippi 39530

Dear Mayor Gilich:

The purpose of this engagement letter is to set forth certain terms and conditions to govern generally the services we propose to provide to the City of Biloxi in connection with any matter for which this firm is engaged.

SCOPE OF ENGAGEMENT

If selected and able to serve as legal counsel to the City in connection with any particular matter or transaction, we would expect to enter into a separate or supplemental engagement letter defining the scope of our engagement, disclosing and seeking consent for any waiveable potential or actual conflict of interest and describing the agreed fee arrangement for that particular matter. The fee arrangement will be consistent with this firm's Response dated July 13, to the City's Request for Proposals for Legal Services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter (but not before), the City will be our client and an attorney-client relationship will exist between us. Our services as counsel will be limited to those contracted for in this letter and any supplement. In other words, we and you understand that we are not engaged to serve as "general counsel" to the City and the City may engage other counsel to advise it on other matters to the extent it so desires.

We will rely on the City to advise us of particular personnel within the City and of outside consultants to the City with whom we may discuss matters relating to each engagement without violating our duty of confidentiality and from whom we can take direction. We understand that our services will be performed under the supervision of the City Attorney.

TERM

We understand that you may terminate this engagement and our attorney-client relationship at any time by notice to us. This firm also has the right (subject to the Rules of Professional Conduct applicable to lawyers in Mississippi and court approval in some instances) to withdraw from our representation of the City upon reasonable notice to you if, among other things, the City fails to pay our statements when due, or if anything else occurs which, in our reasonable discretion, impairs our attorney-client relationship or would render our continuing representation unlawful or unethical.

We understand that our engagement will end no later than June 30, 2017, subject to extension of the term in the City's discretion for matters in process on that date. We also understand that we may not assign this agreement nor sub-contract any work to be performed hereunder or under any supplement without your prior written consent.

CONFLICTS

As you may know, this firm represents a great many different political subdivisions, companies and individuals with diverse interests. Many of our clients compete with one another and do business with one another. Based upon our prior discussions and a review of our existing client list, however, we are not aware of any existing clients of the firm whom we represent with respect to interests that are adverse to the City or any of its personnel. It is possible, however, that we will be asked on one or more occasions to represent clients who have interests adverse to the City's. We reserve the right to represent other clients whose interests may be adverse so long as the subject matter of our representation of the other clients is not substantially related to matters on which we have been engaged on behalf of the City, so long as we do not disclose or otherwise use any confidences learned from the City to your disadvantage and so long as our representation is otherwise in compliance with the Rules of Professional Conduct applicable to lawyers in Mississippi.

At any time, however, that we determine that our duties to another client preclude our providing advice to you with respect to a prospective engagement or performing other services within an existing engagement, we will so inform you. In that event, we will decline the engagement or restrict (or terminate) our services to you and/or the other client in connection with an existing engagement to the extent appropriate unless, in either event, you and the other client after full disclosure consent in writing otherwise and we reasonably believe that we can represent both parties consistent with the Rules of Professional Conduct applicable to lawyers in Mississippi.

FEES AND BILLING

We will account separately for our attorneys' and paralegals' time devoted to each engagement at their respective agreed-upon rates for each matter for which we are engaged. We

charge our out-of-pocket costs for expenses related to our representation such as postage and delivery services, filing fees, witness fees, court reporter and outside expert or consultant fees, and the like, and \$0.20 per page for black and white copies and \$1.20 per page for color copies, \$0.505 per mile for non-local travel and \$0.20 per minute for non-local telephone calls. Our statements will indicate the services rendered, the attorney or legal assistant rendering the services, services, the hours involved, and identify all reimbursable disbursements. Our statements will be submitted on a monthly basis unless otherwise agreed in a supplemental engagement letter. (We would expect that if we are selected and engaged to serve as bond counsel for a particular transaction, for example, we would submit our bill for fees and related costs at the closing and payment would generally be contingent on the closing.)

INSURANCE

We maintain errors and omissions insurance in the amount of \$10,000,000 per claim and \$10,000,000 aggregate with Westport Insurance Corporation and will commit to maintain that or equivalent insurance for the term of this agreement. We also maintain workers' compensation insurance in the amounts required by Mississippi law. We will provide proof thereof upon acceptance of this engagement.

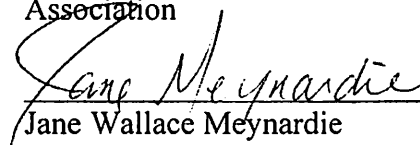
RECORDS

At your request, papers and property furnished by you will be returned promptly upon completion of an engagement. Our own files, including lawyer work product, pertaining to any particular engagement will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of an engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by you, retaining the original for your files. We look forward to working with you.

Wise Carter Child & Caraway, Professional
Association

By:


Jane Wallace Meynardie

Accepted and Approved by the City of Biloxi

Date: _____

By:

Andrew "FoFo" Gilich, Jr.

PROPOSAL FOR LEGAL SERVICES
FOR
THE CITY OF BILOXI

of

WISE CARTER CHILD & CARAWAY,
Professional Association
1105 30th Avenue, Suite 300
Gulfport, Mississippi 39501

July 13, 2015

WISECARTER
WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

The following Proposal for Legal Services is in response to the City of Biloxi's Request for Proposal dated June 29, 2015 ("RFP") and applies to each category of work listed therein. Some of the information and commitments requested in the RFP is contained in our firm's accompanying proposed engagement letter, which is incorporated in this Response.

Wise Carter seeks the opportunity to represent the City in the broad range of practice areas detailed in the RFP. We recognize that Biloxi is a unique community poised for accelerating growth. Wise Carter is capable of handling the diverse and complex range of policy, regulatory, litigation and transactional issues that may arise from this growth and would be privileged to assist in any matter or manner that the City might need.

Wise Carter Child & Caraway, Professional Association

Wise Carter is a full-service law firm with offices in Gulfport, Hattiesburg and Jackson. Our approximately 50 talented attorneys provide legal solutions for our clients in a wide array of business, litigation, regulatory, administrative and governmental matters. We strive successfully to reach outcomes that best serve the needs of our clients as cost-efficiently as possible. We have the latest technology in legal practice available, and operate seamlessly among our three offices. The firm employs the latest information technology capabilities to communicate with clients as appropriate to ensure speedy but confidential communication and access and achieve all economies available to our clients.

Wise Carter is listed in The Bond Buyer's Municipal Marketplace (the "Red Book") and has joined a select group of firms eligible to bid to serve as bond counsel for State of Mississippi General Obligation and Revenue Bonds. Although the City has not asked for a proposal with respect to government relations and public policy issues, we wish to point out that our firm has longstanding relationships with federal and state elected officials and regulatory agencies and routinely advocate successfully on our clients' behalf to achieve their policy, legislative and regulatory objectives.

Additional general information about our firm, individual lawyers and our clients can be found on our website, www.wisecarter.com, and in our firm profile and individual lawyer resumes which are included with this Response.

Gulf Coast Office

We propose to provide services to the City of Biloxi primarily through our Gulf Coast office located at 1105 30th Avenue, Suite 300, Gulfport, Mississippi 39501, with assistance from our lawyers located in Hattiesburg and Jackson for assignments where their particular areas of expertise will benefit the City. Our Gulf Coast office has four attorneys and six support staff (three paralegals and three assistants) available to serve our clients.

Listed below are brief resumes of the lawyers in our Gulfport office, the aspects of the City's work for which each would be responsible if our firm is selected, along with one or more client references.

Jane Wallace Meynardie (MS Bar No. 9990): Jane is a Biloxi native and graduate of the University of Virginia School of Law who began her career in the Public Finance Group of the New York law firm then known as Dewey Ballantine Bushby Palmer & Wood. While there, she gained extensive experience serving as bond counsel and underwriters' counsel with respect to both underwritten and privately placed tax-exempt securities and conferring with underwriters and rating agency representatives in addition to all other parties to the transactions. Since first joining Wise Carter in 1995, she has continued to represent issuers, conduit borrowers and lenders in both taxable and tax-exempt transactions.

Jane also has extensive experience in transactional matters, including contract negotiation and drafting, commercial loan transactions, business entity formation and workouts, organization and conduct of nonprofit corporations, and tax and real estate matters. She has assisted clients in connection with post-Katrina disaster assistance programs and has represented creditors (including her neighborhood homeowners' association) successfully in bankruptcy matters and debt collection efforts. Jane would be generally responsible for any of the City's assigned work involving public finance, including general obligation and tax increment financing bonds, and other transactional matters across every category.

Jane practiced law as a solo practitioner in Biloxi from 2000 to 2012 when she rejoined Wise Carter. Jane and her husband John live in Biloxi with their three sons, each of whom has attended both Biloxi public and Diocesan schools. She was named 2014 Todd Migues Volunteer Volunteer of the Year by Biloxi Youth Baseball, Inc. (which runs both Little League and Cal Ripken League teams in the City) in appreciation of Wise Carter's donation of her time to reorganize its corporation and obtain recognition of its tax-exempt status. Jane continues to provide legal advice to Biloxi Youth Baseball as requested. Jane is also an active member (and past president) of Biloxi's Cleophan Club, past board member of La Bonne Terre Homeowners' Association, and a member of Biloxi Chapter A of P.E.O., the Maritime and Seafood Industry Museum, the Biloxi Band Boosters, Biloxi Yacht Club and Handsboro Presbyterian Church, to each of which organizations she devotes considerable time.

Client References: Alfred E. McNair, Jr., Digestive Health Center, P.A., 228-872-6291.
Archie McDonnell, Jr., Citizens National Bank of Meridian, 601-484-5269.

Lynda Clower Carter (MS Bar No.99539): Lynda was born and raised in Biloxi and graduated from the University of Southern Mississippi and the University of Houston Law School. She joined Wise Carter in the Jackson office in 1999 and in 2002 came home to open our office in Biloxi where we were located for the next ten years. Lynda is an AV-rated trial attorney and represents clients both in litigation and arbitration primarily on the defense side, handling personal injury, workers' compensation and other matters. We propose that Lynda be primarily responsible for handling Tort Claims Act, general liability and workers' compensation matters for the City and assisting in other matters when needed.

Lynda lives in Biloxi with her husband Darin and daughter Alexa. She and her family are active in Our Lady of Fatima Parish and in supporting Alexa's school and extra-curricular activities at St. Patrick's High School where Alexa is a rising senior. Lynda is a member of Biloxi Business and Professional Women's Association.

Client References: Phoebe S. Thriffiley, Hancock Medical Center, 228-467-8600.
Nicole Collins Huffman, Consulate Health Care, 813-769-6280.

Jim Simpson (MS Bar No. 6810): Jim has extensive experience representing public entities in South Mississippi, including the Harrison County Utility Authority, Harrison County Development Commission, the City of Long Beach, the Long Beach School Board, Long Beach Port Commission, Diamondhead Water and Sewer District and the Diamondhead Property Owners Association. In these capacities and others, he has extensive experience in drafting and reviewing statutes and ordinances, and interlocal and other agreements. He prepares orders, resolutions, contracts and all types of other legal documents for our public clients, working daily with the members of the Boards and the chief operating officer of each. He has regular and extensive experience in parliamentary, land use, zoning and covenant regulation, annexations, eminent domain and election matters. Through his representation of the Harrison County Development Commission he has experience in public/private partnerships and contracting and economic development incentives generally. In addition, Jim has been intimately involved in addressing his clients' public finance issues prior to, during and after closing. His responsibilities have included issuing this firm's validity and tax opinions, both on a solo basis and as issuer's counsel where separate tax counsel is retained.

Jim acted as counsel in litigation of more than fifty federal and state court matters arising out of Hurricane Katrina. He also has experience in defense of title insurance companies in title litigation; challenges to zoning ordinances and other municipal and county actions in both trial and appellate courts; defense of product and premises liability matters; securities filings and litigation in state and federal courts; private landowner title disputes; and other commercial litigation. In addition, for more than twenty years, Jim has been an authorized and approved examining attorney for most major title companies operating in Mississippi and is an approved attorney for all major lenders in Mississippi. Jim has been nationally recognized by *The Best Lawyers in America* as a leading attorney in the fields of Commercial Litigation and Corporate Law.

Jim's vast experience and long history of providing assistance to public boards and agencies provides unique experience and expertise which we can offer to the City. We propose that Jim handle litigation matters, provide general advice and participate in transactional matters in every category covered by the RFP, and handle real estate matters.

Jim's community commitments are extensive. He has served as a member of the House of Representatives, as President of the Board of Commissioners of the Port Authority and the Mississippi Foreign Trade Zone and as a member of the Gulf Coast Business Council. He has

worked closely with City of Biloxi officials through his involvement with the Harrison County Utility Authority and otherwise. His relationships with elected officials and governmental agencies make him an outstanding advocate for his clients.

Client References: Bill Hessell, Harrison County Development Commission, 228-896-5020.
Hon. Billy Hewes, Mayor, City of Gulfport, 228-868-5700.

T. Russell Nobile (MS Bar No. 10082): Russ Nobile is the newest asset to our firm's public sector practice, having joined Wise Carter in 2012 from the United States Department of Justice where he served for five years in the Voting Rights Section, overseeing enforcement matters related to bond referendums in various states and counties that failed to comply with the Voting Rights Act, as well as other election law and redistricting matters. Russ assists Jim regularly in his representation of our public entity clients and provided invaluable assistance to Diamondhead Water and Sewer District in its 2012 issuance of \$14,120,000 in revenue bonds, for which Wise Carter gave a validity opinion. Recently, he assisted our partner Mike Wallace in the firm's successful defense against an effort in federal court by a Texas group to interfere with the right of voters to have their votes counted in the 2014 runoff between Thad Cochran and Chris McDaniel for the United States Senate. *True the Vote v. Hosemann*, 43 F.Supp.3d 693 (S.D. Miss. 2014). Russ would be available to assist in every category covered by the RFP, but we expect him to be involved especially in litigation, public finance, election and eminent domain matters generally.

Russ lives in Gulfport with his wife Emily and three daughters where they are active members of St. Mark's Episcopal Church.

Client Reference: Bill Hessell, Harrison County Development Commission, 228-896-5020.

Jackson Office

We propose that the following lawyers in our Jackson office, located downtown at 401 East Capitol Street, provide services where their particular areas of expertise will be of benefit. Our Jackson office has over 40 full-time attorneys and over two dozen support staff.

Michael B. Wallace (MS Bar No. 6904): A graduate of Biloxi High School, Mike bought his first home in Biloxi in 1973 and remains a Biloxi property owner and taxpayer to this day, having rebuilt two properties after Hurricane Katrina. After graduating from Harvard University and the University of Virginia School of Law, and finishing his clerkships with the Supreme Court of Mississippi and the Supreme Court of the United States, in 1978 he joined his father Thomas L. Wallace, Clare Sekul Hornsby and John Sekul in their law practice in Biloxi until he went to Washington to serve as counsel to Representative Trent Lott. He returned to the private practice of law in 1983 and has since represented clients throughout the State in federal and state courts.

Mike's experience in redistricting and elections law is unparalleled in Mississippi. While serving as counsel to Representative Trent Lott, Mike was extensively involved in the

consideration of the Voting Rights Act Amendments of 1982. He tried his first redistricting case in 1983 and has litigated after every census since then. He successfully argued and defended Mississippi's congressional districts before the Supreme Court of the United States in *Branch v. Smith*, 538 U.S. 254 (2003), and persuaded the Supreme Court of Mississippi to take Mississippi courts out of redistricting cases in *Mauldin v. Branch*, 866 So. 2d 429 (Miss. 2003). As General Counsel to the Mississippi Republican Party, Mike has litigated successfully and extensively in all aspects of election law. In addition to the *True the Vote* case cited above, he successfully resisted an effort to enjoin judicial elections in *In re McMillin*, 642 So. 2d 1136 (Miss. 1994), secured the disqualification of a legislative candidate who lived outside of his district in *Cameron v. Mississippi Republican Party*, 890 So. 2d 836 (Miss. 2004), and successfully defended Governor Barbour against a challenge by Attorney General Hood to the Governor's authority to set a date for a special election to the United States Senate in *Barbour v. Hood*, 974 So. 2d 232 (Miss. 2008). He secured the dismissal of an effort to require voters to register by political party in *Mississippi State Democratic Party v. Barbour*, 529 F.3d 538 (5th Cir. 2008).

Mike is also one of the most successful and experienced appellate litigators in Mississippi, having argued and won major cases in the Supreme Court of Mississippi, the Supreme Court of the United States, and the United States Court of Appeals for the Fifth Circuit, as well as other state and federal appellate courts. In numerous cases, Mike has also handled legal issues in complex litigation in the trial courts. He has been engaged to handle dispositive motions, evidentiary motions, and jury instructions, leaving principal trial counsel free to concentrate on witnesses and the jury. In each case where that division of labor has been employed, a defense verdict has resulted. His efforts at the trial level in such cases have enabled him successfully to defend those verdicts on appeal.

Mike also has extensive litigation experience in cases involving constitutional law and governmental powers. He defended Governor Fordice in one of the seminal cases of Mississippi administrative law, *Fordice v. Thomas*, 649 So. 2d 835 (Miss. 1995). Attorney General Moore retained him to conduct the successful defense of Mississippi laws regulating abortion in *Pro-Choice Mississippi v. Fordice*, 716 So. 2d 645 (Miss. 1998). In 1999, he served as counsel to Senate Majority Leader Trent Lott in the impeachment trial of President Clinton. On behalf of Governor Barbour, he succeeded in quashing a Circuit Court subpoena on the basis of gubernatorial immunity, and he represented Mississippi in the successful challenge to the constitutionality of the Medicaid provisions of the Affordable Care Act. *National Federation of Independent Business v. Sibelius*, 132 S. Ct. 2566 (2012).

Mike's record of public service is also exemplary. President Reagan appointed Mike to the Board of the Legal Services Corporation in 1984, and he served as Chair from 1988 to 1990. He served two terms as Governor Barbour's representative on the Special Committee on Judicial Election Campaign Intervention. He is a member of the American Academy of Appellate Lawyers and served as Chair of the Appellate Advocacy Committee of DRI, the national defense lawyers' organization.

We propose that Mike assist Jim and Russ in serving the City in all redistricting and election law matters and in any other complex civil litigation or appellate matters where needed.

Client Reference: The Hon. Haley Barbour, Butler Snow, 601-985-4549.

Barbara Childs Wallace (MS Bar No. 6728): Barbara is a graduate of Purdue University and the Loyola University of Chicago School of Law and has a Master of Law degree (with highest honors) in Labor Law from George Washington University. She is married to Mike Wallace, which gave her the enviable status of being a voting resident of Biloxi for the years that Mike worked for Trent Lott in Washington.

Since joining Wise Carter's Jackson office in 1983, the emphasis in Barbara's practice has been labor and employment defense, solely representing employers. In fact, that is her sole practice area, which means she has developed a vast knowledge of the nuances of employment defense, in both the public and private arena. Being of true value to our clients means advising them with respect to human resources problems before they even reach administrative or judicial controversies. As a result, Barbara consults with our employer clients on such things as how to handle a problem employee, how to draft effective employment policies, and how to address internal complaints.

With regard to external complaints, Barbara has represented employers before the EEOC offices in Mobile, Jackson and Memphis on a vast array of discrimination complaints, including but not limited to discrimination on the basis of race, sex, harassment, disability, national origin, religion, pregnancy, and age. She handles the litigation that may follow those charges, in either federal or state courts. Other matters she handles include wrongful discharge claims, Family and Medical Leave issues, and tort actions resulting from an employment relationship. She has represented clients before the Department of Labor Wage and Hour Division, and the Mississippi Department of Employment Security.

Barbara has been involved in public service both in Mississippi and nationally. Governor Bryant appointed her to the Judicial Advisory Selection Committee, and she served as the Chair of the Labor and Employment section of the Mississippi Bar. Since 1999 the leaders of both houses of Congress in Washington have appointed and then reappointed Barbara three times to serve on the Board of Directors of the Office of Compliance, which is a Board that regulates and adjudicates employment matters as they relate to the 30,000 Congressional employees under the Congressional Accountability Act. Prior to that, she was appointed by three different Secretaries of Education to serve as a member, and then Chair, of the Civil Rights Reviewing Authority for the Department of Education. Barbara is regularly recognized by *Best Lawyers of America* and Chambers USA.

Mike and Barbara are actively involved in Covenant Presbyterian Church in Jackson, and they have four grown daughters.

We propose that Barbara be in charge of all employment legal matters for the City, including handling EEOC Charges and employment litigation. Barbara will seek appropriate assistance from the attorneys in our Gulf Coast office.

Client Reference: Kathy Springer, Merit Health Biloxi, 228-436-1233.
Brion Stanford, Merit Health Biloxi Hospital, 228-436-1146.

Betty Collins (MS Bar No. 6380): A native of Gulfport where she maintains a home and membership in the Gulfport Yacht Club, Betty has acted for nearly twenty years as company counsel for Entergy Mississippi, Inc. (formerly Mississippi Power & Light Company) and System Energy Resources, Inc. (majority owner and operator of Grand Gulf Nuclear Station) in connection with the issuance of more than \$3 billion in debt instruments, both taxable and tax-advantaged. These transactions included both underwritten and privately placed issues and required close coordination with underwriter representatives. Additionally, Betty has acted as counsel to conduit borrowers (including public entities such as community hospitals) in connection with the issuance and sale of revenue and special obligation bonds by Mississippi Business Finance Corporation, Claiborne County and the Mississippi Development Bank, in which capacity she worked closely with all parties, their representatives and bond counsel to close successful financings.

We propose that Betty assist in all public finance matters, including general obligation and tax increment financing bonds.

Client reference: Mark Otts, Entergy Services, Inc., 504-576-5228.

Crane Kipp (MS Bar No. 3811): Crane has been involved in public and private finance for 39 years, including in the areas of securities registration and reporting, publicly traded bond financings and private placements. In recent years, Crane has served extensively as counsel to conduit borrowers in public financings issued or sponsored by various Mississippi public entities, including counties, the Mississippi Hospital Equipment and Facilities Authority, the Mississippi Business Finance Corporation and the United States Department of Agriculture. As an integral member of the working group on these transactions, Crane has helped steer the development and negotiation of each transaction's structure, terms and documentation. He has extensively conferred with underwriters, bond insurers, consultants, rating agencies, trust companies and bank trust departments, as well as their respective counsel. Underwriters and placement agents serving on these transactions have included John Nuveen and Co., G.E. Capital Public Finance, Inc., Regions Bank, Regions Capital Advantage, Inc., Deutsche Bank of New York, UBS Securities, LLC and Morgan Keegan & Company, Inc. (now Raymond James).

We propose that Crane assist in all public finance matters, including general obligation and tax increment financing bonds.

Client references: Richard Grimes, Mississippi Hospital Association, 601-368-3204.
William B. Grete, Mississippi Baptist Health Systems, 601-968-5130.

Hattiesburg Office

We propose that the following lawyers in our Hattiesburg office, located downtown at 601 Adeline Street, provide services in the categories of commercial and public finance transactions, bankruptcy, creditors' rights and debt collection and in other categories from time to time when needed. Our Hattiesburg office has two full-time attorneys and one assistant.

Joe Stevens (MS Bar No. 9039): Joe is a graduate of the University of Southern Mississippi and the University of Mississippi School of Law and has led our Hattiesburg office since 2007. Listed in *The Best Lawyers in America* for Banking and Finance Law, Joe is AV rated by Martindale-Hubbell and has an extensive business and transactional practice where he serves private and public entities, banks and healthcare clients. Joe also serves as legal counsel to the governing boards of both private and public entities, including the Southeast Trauma Care Region, AAA Ambulance Service, Hattiesburg-Laurel Regional Airport Authority, and the Area Development Partnership. He is actively involved with the United Way of Southeast Mississippi and the USM Alumni Association.

Client References: Ted J. Webb, BancorpSouth Bank, 601-545-5001.
Wade N. Spruill, Jr., AAA Ambulance, 601-264-2221.

Damon Carpenter (MS Bar No. 102294): Damon is a graduate of University of Southern Mississippi and Mississippi College School of Law. Together with Joe, he assists our clients with a wide variety of general business, corporate law, real estate and transactional issues, including enforcing creditors' rights in bankruptcy and in collection actions.

Client References: Ted J. Webb, BancorpSouth Bank, 601-545-5001.
Wade N. Spruill, Jr., AAA Ambulance, 601-264-2221.

Fee Arrangements

Our standard hourly rates for lawyers listed in this range from \$260 to \$450 per hour, but we regularly discount for public entity clients. We would be willing to accept \$135 per hour as a standard rate for each attorney for work assigned and accepted under this Proposal except as set forth below with respect to certain categories of work or where we agree to an alternative fee structure. We charge \$75.00 per hour for paralegals.

Bond Counsel Fees

For serving as bond counsel to the City, we propose to charge \$200 per hour, subject to minimum and maximum charges as set out below, contingent on the closing of the transaction:

For issues of \$2,500,000 or less, minimum \$10,000 and maximum \$25,000.
For larger issues up to \$5,000,000, minimum \$15,000 and maximum \$40,000.
For larger issues up to \$25,000,000, minimum \$20,000 and maximum \$70,000.
For issues larger than \$25,000,000, minimum \$25,000 and maximum \$70,000 + \$1.00 per \$1,000 of additional principal amount over \$25,000,000.

For transactions involving novel and complex financing structures, we would reserve the right to increase the minimums and maximums set out above by 20 percent, with advance notice to the City and subject to the City's acceptance.

We would provide general advice on public finance matters not related to a pending transaction, such as regarding the City's post-compliance obligations with respect to outstanding bonds, adoption of a general compliance policy, negotiation of contracts with consultants, etc. at the rate of \$135 per hour.

Real Estate Closings and Title Insurance

We would charge a settlement fee of \$350 plus our out-of-pocket costs for abstractors and filing fees, etc. Our current title insurance premium for an owners' policy is \$150 for coverage up to \$50,000 and \$3 per \$1,000 coverage above \$50,000.

Employment Matters

We propose to charge \$200 per hour for consulting on employment matters and handling EEOC charges. At the City's option, we would accept a flat fee of \$10,000 in lieu of an hourly rate for handling an EEOC complaint. For matters that reach the courts, we would charge \$200 per hour or, if the City's insurer is providing coverage, the standard rate allowed by the insurer if higher.

Debt Collection Matters

We would propose to handle debt collection matters at an hourly rate of \$135 or, at the City's option, and on a case-by-case basis where we believe the amount at issue and the prospect of recovery is satisfactory, we would agree to a contingency fee equal to 25 percent of amounts collected, plus expenses to be advanced by the City. We would request that the City provide us with standard settlement and suit parameters. The City would have to approve any settlements outside of the stated parameters.

Workers' Compensation Matters

For workers' compensation matters, we propose \$150 per hour or, for litigation defense where the City's insurer is providing coverage, the standard rate allowed by the insurer if higher.

Litigation Matters

For all other litigation matters where an insurer is providing coverage, we would charge the standard hourly rate allowed by the insurer if higher than \$135. For appellate litigation, or where appellate advice is appropriate at the trial level, we propose to charge \$200 per hour.

General Counsel and Advice

If requested to provide regular advice to any department, commission or agency of the City, we would propose a monthly retainer in the amount of \$1,000.00 which would cover attending all meetings, regardless of number or duration, and general matters requiring minimal but frequent consultation not to exceed four hours in the aggregate per month, after which the hourly rate of \$135 would be charged. At the City's option, such services can be billed at the \$135 hourly rate, and no retainer employed.

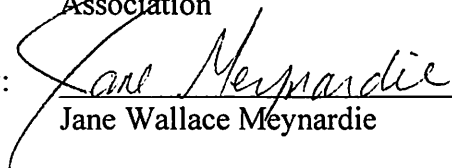
Engagement Letter

Accompanying this Proposal is our proposed form of engagement letter which, if accepted, would govern the general terms and conditions of our relationship. Although we are not aware of any conflicts with the City or any of its personnel at this time, before acceptance of any particular assignment, we would disclose and seek waivers for any waivable conflicts and would expect to enter in to a supplemental engagement letter describing the scope of services to be performed by us, the particular lawyers to be assigned and the fee arrangement applicable to that category of work.

Wise Carter Child & Caraway, Professional Association appreciates the opportunity to submit this Response to the City's RFP and would welcome the chance to respond to any additional requests for information.

Wise Carter Child & Caraway, Professional
Association

By:


Jane Wallace Meynardie