

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 4

Council Meeting Date: **September 6, 2016**

ITEM TITLE: RESOLUTION
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich ✓
 CONTACT PERSON: Mayor Andrew "FoFo" Gilich

SUMMARY EXPLANATION:

Resolution authorizing engagement of Gerald Blessey Law Firm as Special Counsel for Certain Legal Representation of the City of Biloxi.

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

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

Other (Specify): Exhibit A: Engagement Agreement for Legal Services by Gerald Blessey Law Firm

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	___	___	___	Tisdale	___	___	___
	Gines	___	___	___	Glavan	___	___	___
	Newman	___	___	___	Fayard	___	___	___
	Deming	___	___	___				

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENGAGEMENT OF GERALD BLESSEY LAW FIRM AS
SPECIAL COUNSEL FOR CERTAIN LEGAL REPRESENTATION OF
THE CITY OF BILOXI

WHEREAS, as provided in Mississippi Code of 1972, Section 21-15-25, the City may, in addition to its regular City Attorney, engage special counsel to represent the interest of the municipality, and the City finds 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; and

WHEREAS, Gerald Blessey has extensive experience in municipal law, tidelands law, legislation and economic development, as well as other areas of value to the City and is eminently qualified to represent the interests of the city in matters that may be assigned by the City Attorney or Mayor from time to time; and.

WHEREAS, Mayor Andrew "FoFo" Gilich recommends that the Gerald Blessey Law Firm be engaged as special counsel for the City according to the terms and conditions of this resolution and attached Engagement Agreement (Exhibit "A"), to include legal services in particular, but not limited to, matters pertaining to tidelands, state and federal grants, state and federal legislation, strategic planning and economic development, such as the Gulf Coast Broadband Initiative, high-tech business incubation, and waterfront development to produce new jobs and revenue for the City and its citizens;

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 hereby adopted, ratified and incorporated herein.

Section 2: The Mayor and Municipal Clerk are authorized to execute and deliver the Engagement Agreement, attached hereto as Exhibit "A" and adopted herein, with Gerald Blessey, dba Gerald Blessey Law Firm, as an independent contractor, for legal services to be compensated at the rate of \$135.00 per hour for attorneys and \$55.00 per hour for paralegals, subject to the terms and conditions of the Engagement Agreement, with an effective date of October 1, 2016 and for a term to end not later than June 30, 2017.

Section 3: This resolution shall take effect and be in force from and after passage.

EXHIBIT

A

EXHIBIT "A"
ENGAGEMENT AGREEMENT FOR LEGAL SERVICES
BY GERALD BLESSEY LAW FIRM

This engagement agreement for legal services ("Agreement") is entered by and between the City of Biloxi, Mississippi, a municipal corporation, and Gerald Blessey dba Gerald Blessey Law Firm (the "Law Firm".) This Agreement shall become effective October 1, 2016.

The Law Firm and the City agree as follows:

1. Under this Agreement, the Law Firm will provide legal services on matters 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, who is the City's chief legal officer and Director of the Legal Department.
2. Subject to the terms of this Agreement and the supervision and direction of the City Attorney, the Law Firm will continue to be counsel of record for the City in all current litigation in which Gerald Blessey has appeared in the court record as counsel for the City.
3. Compensation for legal services shall not exceed \$135.00 per hour for attorneys and \$55.00 per hour for paralegals. Invoices for legal services and reasonable expenses shall be sent monthly to City Hall addressed to the Mayor with a copy to the City Attorney.
4. **This Agreement will not apply to legal services as issuer's counsel for City bond issues. If the City chooses to engage the Law Firm as issuer's counsel on any bond issue, the compensation for legal services and expenses will be as stated in a separate agreement approved by the City Attorney, Mayor and City Council.**
5. In addition to the legal fees for attorneys and paralegals set forth above, the City will be billed for any out-of-pocket expenses incurred by the Law Firm on behalf of the client including, but not limited to, the following: hard copies of documents, certified mail, overnight postage, courier expenses, filing fees for courts or administrative agencies, abstractor expenses, transcription expenses, expenses for special exhibits, LexisNexis and Westlaw research, expert witness expenses and other non-overhead expenses. Copies will be charged at \$0.10 per page, and all other expenses will be charged at their actual cost without markup. The Law Firm will not charge for mileage within the three Coast Counties. All expenses are subject to the approval of the City Attorney.
6. The hourly rates shall not increase without prior written approval of the City by Resolution recommended by the Mayor and adopted by the City Council.
7. No interest shall be charged or due for unpaid amounts billed by the Law Firm.
8. Gerald Blessey is the primary attorney in the Law Firm that will perform legal services for the City; however, the Law Firm may hire or associate additional attorneys to work for the Law Firm to perform services for the City, if the Law Firm receives prior approval from the City Attorney. The Law Firm will not assign this Agreement.
9. The Law Firm is an independent contractor; its attorneys, paralegals and staff are not city employees.
10. 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.
11. The Law Firm will provide the City reasonable notice of its intent to terminate representation prior to June 30, 2017.

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

CITY OF BILOXI

BY: _____ DATE: _____ 2016
ANDREW "FOFO" GILICH, MAYOR

MUNICIPAL CLERK DATE: _____ 2016

GERALD BLESSEY LAW FIRM

BY: _____ DATE: _____ 2016
GERALD BLESSEY