AGREEMENT

THIS AGREEMENT executed on this the 28th day of March 2025, by and between the City of Vicksburg, MS (hereinafter "City) and Allen Derivaux, Esq. (hereinafter "Derivaux").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, City hires Derivaux, and Derivaux agrees to work for City under the terms and conditions hereby agreed upon by the parties:

SECTION 1 - WORK TO BE PERFORMED

- **1.1 Term.** City contracts with Derivaux to serve as Vicksburg Municipal Court Judge for the dates of March 31, 2025.
- **Duties.** Derivaux agrees to preside over misdemeanor cases in Municipal Court on March 31, 2025, and agrees to devote the necessary time and attention to presiding as Judge over the Vicksburg Municipal Court.

SECTION 2 - COMPENSATION

- **Compensation.** In consideration of all services to be rendered by Derivaux to the City, City shall pay compensation to Derivaux in the sum of up to \$500.00 for one day of presiding over the Municipal Court. Said compensation shall be paid within forty-five (45) days of receipt of invoice. That Derivaux shall only be paid \$500.00 per day for the day that he presides over the Municipal Court. He shall not be compensated if Court is cancelled or rescheduled or if he is unable to perform the duties of Judge.
- 2.2 Withholding: Other Benefits: Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes.

 Derivaux shall be solely responsible for reporting and paying any such taxes. The City shall not provide Derivaux with any coverage or participation in the City's accident and health insurance, life

insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to employees.

SECTION 3 - REPRESENTATIONS OF WARRANTIES OF DERIVAUX

Derivaux represents and warrants to the City that there is no employment contract or other contractual obligation to which Derivaux is subject, which prevents Derivaux from entering into this Agreement or from performing fully Derivaux's duties under this Agreement.

SECTION 4 - MISCELLANEOUS PROVISIONS

- This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Mississippi.
- 4.2 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS OUR SIGNATURES, this the 2 8 th day of March, 2025

By: George Flaggs, Jr., Mayor

Allen Derivaux, Esq.