

AGREEMENT

THIS AGREEMENT executed on this the 7 day of July 2017, by and between the City of Vicksburg, MS, (hereinafter "City) and Noah Drake, Esq. (hereinafter "Drake").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, City contracts with Drake for legal services for and on behalf of the Vicksburg Civil Service Commission, and Drake agrees to provide services 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 Drake for legal representation for and on behalf of the Vicksburg Civil Service Commission beginning July 12, 2017, and continuing until terminated in accordance with Section 3.

1.2 Duties. Drake agrees to provide legal representation to the Vicksburg Civil Service Commission and will attend each monthly meeting, prepare and/or review the Commission's Minutes, prepare and/or review the Commission's correspondence, provide legal research and address other legal matters that the Vicksburg Civil Service Commission may require from time to time as requested, and further agrees to devote the necessary time and attention to the representation of the Vicksburg Civil Service Commission.

SECTION 2 – COMPENSATION

2.1 Compensation. In consideration of all services to be rendered by Drake to the City, City shall pay Drake the sum of \$100.00 per hour. Said compensation shall be paid within forty-five (45) days of receipt of invoice. Monthly invoices should be submitted to Walter Osborne, Jr., City Clerk, P.O. Box 150, Vicksburg, MS 39181.

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. Drake shall be solely responsible for reporting and paying any such taxes. The City shall not provide Drake 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. Drake is an independent contractor.

SECTION 3 – TERMINATION

Termination at Will. This Agreement may be terminated by the City at will, upon fourteen (14) days written notice to Drake. Drake may terminate this Agreement upon fourteen (14) days written notice to the City. This Agreement may also be terminated at any time upon the mutual written agreement of the City and Drake.

SECTION 4 – REPRESENTATIONS OF WARRANTIES OF DRAKE

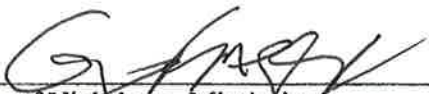
Drake represents and warrants to the City that there is no employment contract or other contractual obligation to which Drake is subject, which prevents Drake from entering into this Agreement or from performing fully Drake's duties under this Agreement. Drake will not be an employee of the City and will not be covered under City's professional liability insurance. Drake must be a member of the Mississippi Bar in good standing. Drake will provide his own professional liability insurance to cover these services and provide City of Vicksburg with a copy proof of insurance.

SECTION 5 – MISCELLANEOUS PROVISIONS


5.1 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Mississippi.

5.2 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 7 day of July 2017.



City of Vicksburg, Mississippi
By: George Flaggs, Jr., Mayor



Noah Drake, Esq.