

**CITY OF BILOXI  
AGENDA ITEM  
FACT SHEET**

Item No.: 5 EEE

Council Meeting Date: November 21, 2023

ITEM TITLE: RESOLUTION  
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich  
 CONTACT PERSON: E. Michael Leonard, CAO *ELV*  
 Peter Abide, City Attorney

SUMMARY EXPLANATION:  
 Resolution authorizing entry into First Amendment to the Extension of Engagement Agreement for Legal Services as Special Counsel with Biggs, Ingram & Solop, PLLC

Resolution  Ordinance \_\_\_\_\_ Public Hearing \_\_\_\_\_ Routine Agenda \_\_\_\_\_

Exhibits for Review

Contract  Minutes \_\_\_\_\_ Plans/Maps \_\_\_\_\_ Deed \_\_\_\_\_ Lease \_\_\_\_\_  
 Other (Specify): Exhibit A: First Amendment

Submittal Authorization: Council President \_\_\_\_\_ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Barrett	___	___	___	___
	Deming	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO FIRST AMENDMENT TO THE EXTENSION  
OF ENGAGEMENT AGREEMENT FOR LEGAL SERVICES AS SPECIAL COUNSEL  
WITH BIGGS, INGRAM & SOLOP, PLLC

WHEREAS, it is necessary from time to time to engage the services of attorneys and law firms to represent the City of Biloxi (the “City”), 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;

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;

WHEREAS, the City has engaged and utilized the services of Biggs, Ingram & Solop, PLLC (“BIS”) in connection with construction matters since 2016 without an increase in compensation;

WHEREAS, in light of the experience, expertise and length of service of BIS, it is the recommendation of Peter C. Abide, Director of the Legal Department, that the City enter the First Amendment to the Extension of Engagement Agreement for Legal Services as Special Counsel, attached hereto as Exhibit “A.”

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

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

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is authorized to execute and deliver the First Amendment to the Extension of Engagement Agreement for Legal Services as Special Counsel, attached hereto as Exhibit "A," with Biggs, Ingram & Solop, PLLC.

SECTION THREE: This Resolution shall take effect and be in force from and after adoption.

**FIRST AMENDMENT TO  
EXTENSION OF ENGAGEMENT AGREEMENT FOR LEGAL SERVICES AS  
SPECIAL COUNSEL**

**THIS, FIRST AMENDMENT TO EXTENSION OF ENGAGEMENT AGREEMENT FOR LEGAL SERVICES AS SPECIAL COUNSEL** (this “Amendment”), is made this the \_\_\_\_ day of November, 2023, by and between the CITY OF BILOXI, MISSISSIPPI, a Mississippi municipal corporation (the “City”) and BIGGS, INGRAM & SOLOP, PLLC (“BIS”), a Mississippi professional limited liability company.

**WITNESSETH:**

**WHEREAS**, the City and BIS entered that certain Extension of Engagement Agreement for Legal Services as Special Counsel (the “Agreement”), effective December 1, 2023, which provides the terms and conditions under which BIS provides legal counsel in connection with construction issues; and

**WHEREAS**, the parties mutually desire to amend the Agreement to provide for the above-referenced circumstances.

**NOW THEREFORE**, in consideration of the provisions set forth in the foregoing recitals, and the consideration set forth in the Agreement, all of which is incorporated herein by reference, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 2 is hereby amended to read as follows:
  2. Compensation for legal services shall not exceed \$230.00 per hour for the legal services of Chris Solop and Lynn Patton Thompson, \$200.00 per hour for any associate attorney’s services, including, but not limited to, Stephen Stack and Jason Dare, and \$90.00 per hour for paralegals. Invoices shall be sent monthly to the Mayor and City Attorney as directed by billing protocol set by City Attorney.
2. All remaining terms and conditions of the Agreement will remain in full force and effect.

*Signatures on following page*

**IN WITNESS WHEREOF**, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

**CITY:**

THE CITY OF BILOXI, MISSISSIPPI, a  
Mississippi municipal corporation

By: \_\_\_\_\_  
Name: Andrew M. Gilich, Jr.  
Title: Mayor

**BIS:**

BIGGS, INGRAM & SOLOP, PLLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTESTED BY:**

\_\_\_\_\_  
Stacy L. Thacker, Municipal Clerk