

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 4C

Council Meeting Date: September 1, 2026

ITEM TITLE: **RESOLUTION**

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

CONTACT PERSON: **Richard Weaver, Chief Administrative Officer**

Peter Abide, City Attorney

SUMMARY EXPLANATION:

Resolution confirming and approving the appointment of Kyle Miller as Municipal Prosecuting Attorney for the Municipal Court of Biloxi, Mississippi, authorizing entry into an Independent Contractor's Agreement and for related purposes.

Resolution ✓ Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

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

Other (Specify): _____

Submittal Authorization: Council President _____ Mayor ✓

STAFF RECOMMENDATION:

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Marshall	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Nail	_____	_____	_____	_____	Shoemaker	_____	_____	_____	_____
	Creel	_____	_____	_____	_____					

ACTION TAKEN:

090126bleg

Resolution No. _____

RESOLUTION CONFIRMING AND APPROVING THE APPOINTMENT OF
KYLE MILLER AS MUNICIPAL PROSECUTING ATTORNEY FOR THE MUNICIPAL
COURT OF THE CITY OF BILOXI, MISSISSIPPI, AUTHORIZING
ENTRY INTO AN INDEPENDENT CONTRACTOR'S AGREEMENT,
AND FOR RELATED PURPOSES

WHEREAS, Kyle Miller ("Miller") has valuable experience relevant to service as municipal prosecuting attorneys;

WHEREAS, Miller is qualified to serve as municipal prosecuting attorney for the City of Biloxi as provided in Section 21-23-3, Mississippi Code of 1972;

WHEREAS, Miller has been appointed to the position of Municipal Prosecuting Attorney by the Mayor of the City of Biloxi, subject to confirmation by the City Council;

WHEREAS, the Municipal Prosecuting Attorney will be an independent contractor in the City's Legal Department and shall report to and be supervised by the City Attorney;

WHEREAS, the Municipal Prosecuting Attorney shall serve as an independent contractor with compensation set at an annualized rate of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), payable in twelve (12) equal, monthly installments, plus necessary and reasonable expenses of representation subject to approval by the City; and

WHEREAS, it is the recommendation of Peter C. Abide, City Attorney and Director of the Legal Department, that Miller be confirmed as municipal prosecuting attorney and that the City enter into the agreement, attached hereto as Exhibit "A," retaining the services of Miller under the terms and conditions therein specified.

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 are hereby adopted, ratified and incorporated herein.

SECTION TWO: The Mayor's appointment of Kyle Miller, as Municipal Prosecuting Attorney for the City of Biloxi, Mississippi should be and hereby is confirmed, and said officer shall be vested with all the powers, duties and authority vested under the laws of the State of Mississippi.

SECTION THREE: The Municipal Prosecuting Attorney shall perform all services in compliance with state and federal law and the Rules of Professional Conduct for Mississippi Attorneys.

SECTION FOUR: The Municipal Prosecuting Attorney will be an independent contractor in the City of Biloxi's Legal Department and shall report to and be supervised by the Director of the Legal Department.

SECTION FIVE: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute the Independent Contractor's Agreement, attached hereto as Exhibits "A," to retain the services of Kyle Miller, as Municipal Prosecuting Attorney.

SECTION SIX: In accordance with state law, as provided in Section 23-23-3, Mississippi Code of 1972, as amended, the Municipal Prosecuting Attorney shall serve at the pleasure of the Mayor and shall be excluded from the coverage of any ordinance or general law providing for a Civil Service System in the City of Biloxi.

SECTION SEVEN: This resolution shall take effect and be in force from and after adoption.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is by and between the City of Biloxi, (hereinafter referred to as the "City") and Kyle Miller, a resident of the State of Mississippi (hereinafter referred to as "Miller") and is effective as of the 22nd day September, 2026.

WITNESSETH:

WHEREAS, the City is in need of a municipal prosecutor in its Municipal Court to represent the City against defendants charged with a misdemeanor or other offense; and

WHEREAS, Miller is an attorney, duly licensed and practicing under the laws of the State of Mississippi, and desires to contract with the City, under the terms and conditions herein, to provide legal services as a prosecutor in the Biloxi Municipal Court as an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Scope of Work. Miller shall serve in the Biloxi Municipal Court as a municipal prosecutor and represent the City against defendants charged with a misdemeanor or other offense.

Section 2: Term. The term of this Agreement shall begin effective September 22, 2026, and shall continue on an as needed basis until such time as this Agreement is terminated by one of the parties, but in no event shall the term of this Agreement extend beyond June 30, 2029.

Section 3: Compensation. In exchange for services as a municipal prosecutor in the Biloxi Municipal Court, Miller shall be paid compensation of Thirty-Five Thousand Dollars (\$35,000.00) per annum, payable in twelve (12) equal, monthly installments.

Section 4: Direction. Miller's services for the City shall be performed under the supervision and direction of the City Attorney, Peter C. Abide, who is the City's chief legal officer and Director of the Legal Department.

Section 5: Work Schedule. The Biloxi Municipal Court conducts hearings every week of the year, as set forth by Biloxi Municipal Court Judges. Miller agrees to make his services available in the courtroom during these time periods. Miller shall notify the City in the event that he is unable to attend and provide services during these hearings.

Section 6: Expenses. Compensation for reasonable expenses shall be subject to approval by the City. Invoices shall be delivered monthly to the City Attorney and addressed to the Mayor.

Section 7: Relationship of the Parties. Miller's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed as creating a partnership, agency, joint venture, employment or similar relationship. Miller will not be entitled to any of the benefits that The City may make available to employees, including, but not limited to, group health or life insurance, or retirement benefits. Miller is not authorized to make any representation, contract or commitment on behalf of the City unless specifically requested or authorized in writing to do so by the City. Miller is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the services and receipt of fees under this Agreement. Miller is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Miller's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes. The City shall issue to Contractor a Form 1099 for all compensation paid to Miller and the City will regularly report all amounts paid to Miller as required by the Internal Revenue Service and applicable law.

Section 8: Duties. Miller agrees to take all reasonable action to perform his services in a professional manner and in accordance with the laws of the State of Mississippi. Further, Miller represents that he is aware of the rules, laws, restrictions and Codes of Professional Conduct and Ethics by which he, as an attorney, is bound and agrees that all services will be provided in such a manner as to not violate any such rule, law, restriction, or Code.

Section 9: No Exclusive Duty. Except as otherwise provided in this Agreement, Miller may engage in other business ventures, of every nature and description, independently or with others, including, but not limited to, the provision of legal services and/or the practice of law.

Section 10: Assignment. The rights and obligations under this Agreement may not be assigned.

Section 11: Termination. This Agreement may be terminated by either party at any time, and without cause, by providing written notice to the other party.

Section 12: Entire Agreement. This Agreement is the complete agreement among the parties and supersedes all prior agreements and understandings among the parties.

Section 13: Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Amendments shall be in writing and signed by both parties.

Section 14: Governing Law. This Agreement shall be governed by the laws of the State of Mississippi.

Signatures on following page(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF BILOXI MISSISSIPPI

By: _____

Title: Mayor

ATTESTED TO BY:

MUNICIPAL CLERK

MILLER:

KYLE MILLER