

# JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW  
309 SOUTH 40TH AVENUE  
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.  
ROBERT T. JACKSON, JR.  
JOSEPH R. TULLOS  
G. NEIL ROGERS  
M. WILLIAM MORGAN  
JOHN MADISON GUICE

MAILING ADDRESS:  
P. O. BOX 15517  
HATTIESBURG, MS 39404-5517

October 24, 2018

TELEPHONE: (601) 264-3309  
FACSIMILE: (601) 264-6044  
E-mail: [jtullos@jacksonfirm.com](mailto:jtullos@jacksonfirm.com)

***Via email to [annjones@hattiesburgms.com](mailto:annjones@hattiesburgms.com)***  
Ms. Ann Jones

Mr. Moran Pope, III

Re: Engagement of Jackson, Tullos & Rogers, PLLC, in connection with acquisition of property for 38<sup>th</sup> Avenue Sidewalk Project

Dear Mr. Pope and Ms. Jones:

We appreciate being asked to represent the City of Hattiesburg in connection with the above referenced matter. The purpose of this letter is to set forth the role and responsibilities of our firm with respect to the above matter and to set forth the fee arrangement to which we have agreed.

We have agreed to represent you on the following terms:

1. General Description of Services. The general scope of the services to be rendered by our firm will be to represent you in the above-referenced property acquisition, up to and including commencement of eminent domain proceedings.
2. Attorneys' Fees. For this matter, our fees will be based on the time spent by the lawyers who work on this matter. Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys expected to work on your matter are \$175 per hour for attorneys and \$75 per hour for paralegals. We will send an invoice and accounting of lawyer time and expenses devoted to this matter after your matter is concluded.
3. Payment. You agree to pay all invoices within forty-five (45) days of receiving our statement. All payments should be made to our firm at the above address in Hattiesburg, Lamar County, Mississippi.
4. Termination. Either of us may terminate our representation at any time, with or without cause, by providing reasonable notification. Such termination will not affect your responsibility

for payment of statements for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

5. Favorable Outcome Not Guaranteed. You understand and agree that we have made no representations, promises, or guarantee as to the outcome to the above-captioned matter other than to provide you with reasonable and necessary legal services.

6. Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Mississippi, and the obligations of each of us hereunder are performable in Mississippi.

We are very pleased that you have asked us to assist you in this matter and look forward to working with you. We will appreciate you indicating your receipt of this letter and agreement to our representation as outlined herein by signing the acknowledgement below and returning this letter to us. An additional copy of this letter is enclosed for your files.

With best regards,

Sincerely yours,

**JACKSON, TULLOS & ROGERS, PLLC**

*/s/ Joseph R. Tullos*

Joseph R. Tullos

JRT/rmc

RECEIVED AND AGREED on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

---

By:

On behalf of the City of Hattiesburg, Mississippi