BUTLER | SNOW

February 3, 2026

Mayor Mike Favre and City Council
City of Bay St. Louis, Mississippi

Re: Terms of Engagement for City of Bay St. Louis, Mississippi
Biggboystatus Towing, LLC and J. R. Raffeo

Dear Mayor Favre and City Council Members:

As set out more fully herein, this Engagement Letter establishes the terms of the engagement of Butler Snow LLP ("Butler Snow," "we," or "us") in connection with the tendered representation of The City of Bay St. Louis, Mississippi ("The City") in a lawsuit filed by Biggboystatus Towing, LLC and J. R. Raffeo. Unless otherwise agreed by you, this engagement (the "Engagement") will be handled for The City by Heather L. Smith, Michael C. McCabe, Jr., and Amanda J. Tollison, assisted as necessary by other Butler Snow attorneys and paraprofessionals.

Client and Scope of Engagement. The City has retained Butler Snow to provide the following legal services: represent The City of Bay St. Louis in the lawsuit filed by Biggboystatus Towing, LLC and J. R. Raffeo denying Appellants' application to be placed on the police department's wrecker rotation for tow operators, filed in the Circuit Court of Hancock County, Mississippi, *Biggboystatus Towing, LLC and J. R. Raffeo v. City of Bay St. Louis*, being cause number A2301-2026-0027..

The City is *not* a Covered Entity or a Business Associate as defined by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules. You agree to contact us immediately if this understanding is incorrect or if this designation changes at any time during the course of the Engagement.

Communication. We will keep The City regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Copies of all correspondence and final documents generated by us will be sent to Mayor Michael J. Favre, with a copy to Michael J. Reso, Chief Administrative Officer/City Clerk. In the event you need to reach me, Michael, or Amanda, and any of us are unavailable, please leave a voicemail message. Normally calls will be returned promptly, and in any event no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. My direct number is set out below; Michael's number is 228-575-3025 and Amanda's number is 662-513-8007. In addition, assuming the provisions of the next paragraph are acceptable, please feel free to communicate with any of us by e-mail. My e-mail is also set out below; Michael's is michael.mccabe@butlersnow.com and Amanda's is amanda.tollison@butlersnow.com. In the event of an emergency, please contact my assistant, Tina Parker, at 228-575-3044, tina.parker@butlersnow.com or Michael's assistant, Kitty Logan, at 228-575-3024; kitty.logan@butlersnow.com, and one of them will endeavor to reach one of us as soon as practicable.

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BUTLER SNOW LLP

Protection of Client Confidences - High Tech Communication Devices. We are always mindful of our obligation to preserve our clients' secrets and confidences; accordingly, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail, as well as cellular communication devices, in the course of the Engagement without any encryption or other special protections. Please notify us if you have any other requests or requirements in connection with the methods of communication, or persons to be included or copied in the circulation of documents relating to the Engagement.

Electronic Files and File Retention. Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain **only** the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, *etc.*) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached and incorporated herein by reference.

Opinions/Fee Estimates and Budgets. No law firm or attorneys, including our firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and we cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide clients with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be incurred on a particular project, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the project and the extent to which a client may request us to perform services may vary substantially during the course of such representation.As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the firm has made no promises about any outcome, and that any opinion offered or estimated budget provided by the firm or any of its attorneys will not constitute a guaranty.

Fees and Expenses. Butler Snow's fees are based on the actual time spent on the Engagement by Butler Snow's attorneys and paraprofessionals at the hourly rate then in effect. Until further notice, the

current hourly rate is $275.00. From time to time other attorneys and paraprofessionals may work on your matter. The time they spend will be billed at the same rate.

It is our goal that our bills are easy to understand and reflect appropriate charges for the value our services provide. We are attaching a copy of Butler Snow's Standard Billing Terms and Charges for Expenses which sets forth details of our expense charges and additional terms and conditions of our representation, all of which are incorporated herein by reference. These Standard Billing Terms and Charges for Expenses are applicable to our representation of The City, unless expressly modified in writing.

Butler Snow ordinarily will bill The City on a monthly basis and will expect to be paid within 15 days of the date of the invoice**.** Billing for ancillary services may lag the rendering or use of those services because of delays in the receipt of third-party bills and the posting of accounts.

Conflicts and Potential Conflicts**.** The City acknowledges that Butler Snow represents many other institutions, companies, and individuals, some of which may be competitors of The City. The City agrees that the fact that Butler Snow represents or takes on representation of such a person or entity while also representing The City of Bay St. Louis, Mississippi does not constitute a conflict of interest, and does not require The City's consent, unless the matter is directly adverse to The City, is substantially related to a matter on which Butler Snow is representing The City in which that person or entity's interest is materially adverse to The City, or is a matter in which Butler Snow could use adversely to The City non-public, confidential information it has learned through its representation of The City. The City further acknowledges that another party or parties in a matter on which Butler Snow is representing The City may seek legal counsel or representation from Butler Snow wholly unrelated to the matter in which Butler Snow is representing The City. Butler Snow will inform The City if and when such situations arise, and The City agrees that it will not unreasonably withhold its consent to Butler Snow's representing such party or parties in the matter unrelated to the matter in which Butler Snow is representing The City.

Termination of Engagement. We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event the Client becomes dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage the Client to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us. Nonetheless, The City may terminate this representation at any time by reasonable written notice to us, but The City will be obligated to pay our fees for services provided pursuant to this Engagement Letter through the date on which you terminate our services. We may withdraw from this representation at any time and for any reason to the extent permitted by the applicable ethical rules, including your failure to pay any bill when due. In the event of our withdrawal, we will be entitled to payment for all fees for services provided before the date of our withdrawal. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the date of withdrawal or discharge. In the event of our withdrawal or discharge, we will be entitled to apply any retainer amount being held by the firm to payment of any outstanding fees and expenses.

Notwithstanding the foregoing, this Engagement will terminate at the time of completion of the services addressed in the Scope of Engagement section of this letter and, in any event, no later than submission of the final billing statement for such services.

Binding Agreement. This letter represents the entire agreement between The City and Butler Snow with respect to the scope of services to be provided to The City. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree on behalf of The City,

to be bound by all of its terms and conditions. No change or waiver of any of the provisions of this letter shall be binding on either The City or on Butler Snow unless the change is in writing and signed by both The City and Butler Snow.

Counterparts; Facsimile Signatures. This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning one of the copies of this letter to me**.** Please do not hesitate to contact me to discuss any questions you may have regarding this letter. If the foregoing does not accurately reflect our agreement or if you have any objections to any of these terms, please inform me immediately in writing.

Unless you inform us otherwise in writing, we will proceed with this representation with the understanding that you have accepted the terms and conditions of the representation set forth herein.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

BUTLER SNOW LLP

Heather Ladner Smith

Heather Ladner Smith

Enclosures

STATEMENT TO BE SIGNED BY The City of Bay St. Louis, Mississippi

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council dated _____, 2024. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: Mike Favre

_____

Title: Mayor

Date:_____

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2024

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction (Print, Copy & Scan)	
Normal sized documents (up to 11 x 17)	Black & White: $0.20/page Color: $0.35/page **Bates Labeling –** Electronic: $0.03/page Manual: $0.15/page
Oversize documents (size in excess of 11 x 17)	**Charge for each page – no exclusion** Black & white: $1.25/page Color: $4.50/page
Electronic Data Manipulation for reproduction	$75 per hour
Binders	Actual cost of the binders plus $1.00 per comb
Wire Transfers	**Outgoing:** International: **$50/wire** Domestic: **$25/wire**
Data/Audio/Visual Duplication & Reproduction	**CD/DVD:** **$12.00** for each disc **Portable Media Devices:** Priced per data storage size
Electronically Stored Information (Litigation Support Services)	**Data Room:** $750.00/room **Data Processing:** $100.00/gb per occurrence Data Storage: $10.00/gb per month **Document Review & Hosting:** $25.00/gb per month **Review User License Fees:** $80.00/user per month Minimum Monthly Fee: $150.00
Computerized Legal Research	No charge for basic research. $70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases Research from secondary sources and outside of firm's plan at actual cost Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	**$0.40 / document**
Fax and Long-Distance Phone	**$0.50/Page** Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries 0-25 miles one way - **$30.00;** over 25 miles one way - **$10.00/hour plus mileage;** Service of Subpoenas/Summons - **$35.00 plus delivery**
Overnight Package Delivery	Charged at actual cost per package
Postage	Postage charged at actual cost
Conference Center & Catering	Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and

documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.