

AGREEMENT FOR PROFESSIONAL SERVICES

I. Salary for Statutory Duties: Madison County (“County”) will retain Katie Bryant Snell of Katie Bryant Snell PLLC at an annual salary at an amount equal to the maximum annual amount authorized by law for payment to a member of the Board of Supervisors of Madison County (“Board”). This salary shall cover services for attending all Board meetings, being responsible for advising all Board members, whether on a collective or on an individual basis; meeting with all county appointed officials as directed; reviewing and drafting official Board Minutes, contracts and other documents as directed; being available for consultation with Madison County Supervisors or any other county officials for official purposes.

II. Compensation for Additional Legal Services: Compensation for handling litigation, or preparing for prospective litigation in which Madison County has an interest, or in special cases or circumstances which are not within the scope of the duties of the regular board attorney and which constitute additional legal services that are reasonable and necessary for conducting the County’s business within the meaning of A.G. Op. 04-0186 to Flanders dated May 7, 2004, County will compensate Katie Bryant Snell PLLC for work performed by Katie Bryant Snell or other attorneys employed or contracted by Katie Bryant Snell PLLC at an hourly rate of \$140 an hour. In the event that the total billed amount excluding expenses exceeds \$150,000, the hourly rate will decrease to \$100 an hour for the remainder of the calendar year. All time will be kept, recorded, and invoiced on a monthly basis to the Madison County Administrator. If Katie Bryant Snell PLLC has to associate with other law firms for matters that require special skill or knowledge or that demand additional support, Madison County agrees to pay at that law firms’ rate upon consultation and approval by the Madison County Board of Supervisors.

III. Bond Fees: In the event of the issuance or authorization of Madison County bonds, the Madison County Board agrees to compensate Katie Bryant Snell PLLC at the normal statutory rate as set forth by statute in Mississippi Code Annotated § 19-3-47(c) or at a rate which may be negotiated between Katie Bryant Snell PLLC and underwriter’s bond counsel.

IV. Expenses: Katie Bryant Snell PLLC will not invoice Madison County for mileage or any travel expenses for any travel which occurs within the State of Mississippi, whether for legal seminars, litigation or official meetings, unless the litigation in which Madison County has an interest or other official business requires a hotel stay beyond one night’s occupancy. For matters which require out of state travel in the pursuit of county legal or governmental objectives, such as travel to Washington, D.C., the county will reimburse Katie Bryant Snell PLLC, upon invoice, for normal expenses such as mileage, air fare, hotel and meals. In the event of litigation, Madison County agrees to pay for normal litigation expenses, such as for copying, expert witness fees, filing fees, process costs, and the like.

V. Economic Development Matters: All legal services and activities performed by Katie Bryant Snell PLLC or Katie Bryant Snell individually that relate to or in connection with economic development matters on behalf of Madison County are included in the flat fee compensation as outlined in paragraph II of this agreement.

VI. Termination: This Agreement may be terminated by either party by providing thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party.

AGREED TO:

MADISON COUNTY BOARD OF SUPERVISORS

KATIE BRYANT SNELL PLLC