

AGREEMENT FOR PROFESSIONAL SERVICES

Madison County Board of Supervisors agrees to hire and retain Mike Espy and Mike Espy PLLC, as legal counsel for Madison County, for a term commencing January 6, 2020. Said professional relationship shall be governed under applicable Mississippi state statutes, relevant Mississippi Attorney General Opinions and according to lawful Orders and Resolutions by the Madison County Board of Supervisors, and in accordance to the following terms and conditions as hereinbelow outlined:

- I. **Salary for Statutory Duties:** Madison County (County) will retain Mike Espy and Mike Espy PLLC, at an annual salary pursuant to § 19-3-47(1)(a) of the MS Code of 1972 (Annotated), which designates said salary at an amount not to exceed the maximum annual amount authorized by law for payment to a member of the board. The salary herein paid to Mike Espy and Mike Espy PLLC will be at an amount equal to the maximum amount authorized by law for payment to a member of the Board of Supervisors of Madison County. This salary shall cover services for attending Board meetings; being responsible for advising all Board members; whether on collective or individual basis; reviewing and drafting official Board Minutes and other duties as contemplated in the aforesaid statutes.
- 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 County business within the meaning of *A.G. Op. 04-0186 (Flanders, May 7, 2004)*, County will compensate Mike Espy PLLC at the rate of \$250.00 hourly, for work performed by Mike Espy or by other attorneys in said firm. The board agrees to compensate Mike Espy PLLC for paralegal work at the rate of \$50.00 hourly. All time will be kept, reported and invoiced on a monthly basis to the Administrator of Madison County.
- III. **Compensation for Bond Issues:** In the event of the issuance or authorization of Madison County bonds or bonds in which Madison County is considered as a "party in interest", County agrees to compensate Mike Espy and Mike Espy PLLC at the normal statutory rate as set forth in § 19-3-47(c) Mississippi Code of 1972 (Annotated), or at a rate which may be negotiated between Mike Espy PLLC and underwriter's bond counsel.
- IV. **Expenses:** Mike Espy PLLC will not invoice 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 official business requires an overnight hotel stay or occupancy. For matters that require out of state travel in pursuit of county legal or governmental objectives (such as travel to Washington D.C), the County will reimburse Mike Espy PLLC upon invoice, for routine and normal expenses such as airfare, mileage, hotel and meals. In event of litigation Madison County agrees to pay for normal litigation expenses such as copying, expert witness fees, filing fees, process costs based upon conventional rates for such costs and services.

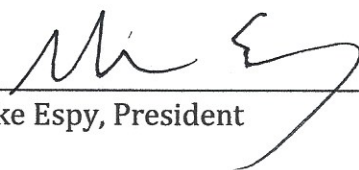
- V. **Economic Development Projects:** Performance of activities in the nature of 'economic development projects' in which County has an interest and which are not considered to fall within the scope of the regular duties of board counsel will require compensation under Clause II of this agreement (Compensation for Additional Legal Services).
- VI. **Termination and Renewal:** This Agreement for Professional Services may be terminated by either party upon providing thirty days (30) written notice, and may be successively renewed after one year's duration, pursuant to lawful Order of the Board of Supervisors.

AGREED TO:

Madison County Board of Supervisors

By: _____
Gerald Steen, President

Mike Espy
Mike Espy PLLC

By:  _____ 1/6/2020
Mike Espy, President