

CHARLES E. COWAN

ATTORNEY AND SHAREHOLDER

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October 10, 2022

VIA E-MAIL

Sheriff Randy Tucker Via E-Mail
2941 U.S. Highway 51
Canton, MS. 39046

Re: Engagement for Legal Defense Work

Dear Sheriff Tucker:

Please accept this letter as a proposed engagement agreement ("Agreement") setting forth the terms by which my Firm will serve as legal counsel for the Madison County Sherriff's Department ("MCSD") in now existing and future litigation. This letter will also cover other legal work which MCSD may refer to this Firm in the future. This Firm is very honored and privileged that MCSD has chosen us for such an arrangement, and on behalf of this Firm, I accept the engagement, subject to the provisions set forth.

I will be the primary contact at this Firm for this Firm's representation of MCSD. Other attorneys may be used to assist on cases, depending on the issues being addressed, if involving such attorneys will best serve the interests of MCSD. If I believe the involvement of other attorneys will best serve the interests of MCSD, I will recommend to you that we involve them to address MCSD's particular legal need.

The following terms apply to claims covered by MASIT. It is agreed that my Firm will be paid \$190.00 per hour for my work and any of my partners' work for MCSD, of which Madison County will pay \$20.00 per hour with MASIT covering the remainder of \$170.00 per hour. It is agreed that my Firm will be paid \$150.00 per hour for any associates' work for the Madison County Sherriff's Department, of which Madison County will pay \$20.00 per hour and with MASIT covering the remainder of \$130.00 per hour. Paralegals will be paid MASIT's prevailing rate with no contribution from Madison County.

The following terms apply to non-MASIT claims/non-MASIT legal work I perform for the MCSD. It is agreed that my Firm will be paid \$190.00 per hour for partner's work and \$150.00 per hour for associates' work. The rate for paralegals will be \$100.00 per hour. Further, any reasonable and appropriate expenses incurred such as document copying, long distance telephone calls, mail, travel, etc. will be in addition to the aforementioned rates. The Firm will bill time in

increments of a tenth of an hour (6-minute increments) and the Firm will make every effort to avoid unnecessary duplication of attorney time on a task.

Our Firm ordinarily sends clients invoices on a monthly basis reflecting fees and expenses incurred in the previous month. MCSD will pay this Firm for fees and expenses incurred. Invoices will normally go out sometime in the first two weeks of the month following the month the fees/expenses were incurred.

MCSD or this Firm may terminate this Agreement at any time by giving written notice. In such case, MCSD will be responsible only for fees and expenses incurred pursuant to this Agreement prior to the date of termination. In such event, this Firm will undertake reasonable efforts to ensure that MCSD is not prejudiced.

A copy of this letter Agreement, once executed, shall be considered as valid as the original. This Firm will do everything within its power to provide the highest quality service possible. I look forward to a productive relationship with MCSD. If the terms of this engagement Agreement are acceptable MCSD, I ask that you please sign below, and send a signed copy back to me via email.

Should you have any questions or disagree with any of the above, please let me know at your earliest convenience. Again, Wise Carter and I greatly appreciate you considering our Firm for this engagement, and we look forward to working with you.

Sincerely,

WISE CARTER CHILD & CARAWAY, P.A.



CHARLES E. COWAN

CEC/ap

AGREED:

SHERRIFF RANDY TUCKER

(DATE)

_____, on behalf of
MADISON COUNTY, MISSISSIPPI

(DATE)