



Phelps Dunbar LLP
4270 I-55 North
Jackson, MS 39211
601 352 2300

G. TODD BUTLER
Resident in Mississippi
Direct (601) 360-9366
ButlerT@phelps.com

September 26, 2023

VIA E-MAIL

Norman A. Cannady, Jr.
Madison County Tax Assessor's Office
171 Cobblestone Drive
Madison, Mississippi 39110

Dear Norman:

Thank you for asking our firm to represent the Madison County Tax Assessor's Office with respect to general legal services.

I. SCOPE OF SERVICES

The scope of our engagement may change if you ask us to provide different services and if we agree to provide them. If our engagement changes, the terms set out in this letter will apply to the expanded engagement, unless we enter into a further agreement by modifying or superseding this one. Our engagement may be terminated by either one of us upon notice to the other.

We understand that you will be our primary contact regarding the subject matter of our representation unless you instruct us otherwise.

II. STAFFING

I will be primarily responsible for the legal services provided to you by our Firm. Where appropriate, I may call upon others within our Firm to assist in representing you when the circumstances of the engagement require or when the talents of a particular individual can be beneficially applied in furtherance of your goals. The Firm makes all staffing decisions with an eye toward efficiency.

My direct dial office number is 601-360-9366, and my cellphone number is 601-490-1113. You should never hesitate to contact me, and I will endeavor to be available to you as often as you require.

III. BILLING PROCEDURES

We charge for legal services based upon hourly rates established for the time attorneys and other professionals spend on your matters. Unless otherwise agreed, we will charge a \$250.00 per hour blended rate for time expended by attorneys on your matters, and a \$150 per hour rate for time expended by paralegals on your matters.

If there is a need to use our in-house courier, or if attorney travel is required, a \$4 flat rate is charged, as well as a charge of the prevailing government rate per mile. Internal photocopies are billed at \$0.15 per page and color photocopies are billed at \$0.50 per page. The client also will be responsible for any other reasonable expenses incurred, such as required lodging or necessary food expenses.

We generally bill on a monthly basis. Our bills are due and payable upon receipt and become past due with interest after 30 days. It is our experience that our Firm and our clients both benefit when bills are promptly rendered, any questions about bills are promptly raised, and payment is then promptly made. If you have any questions or concerns about the form in which your bills are presented, please raise them immediately. Please note that our Firm reserves the right to charge interest at the rate of ten percent (10%) per year on past due accounts. Your signature at the bottom of this letter will confirm your understanding in that regard.

Our bank account information is below:

Bank Account Information:
Phelps Dunbar LLP
Jackson IOLTA Trust
Account Number: 707743373
ABA (Routing) Number: 065400137
Swift Code: CHASUS33

Bank Information:
JP Morgan Chase Bank
201 St Charles Avenue
New Orleans, LA 70170

IV. PAYMENT

To facilitate prompt payment, bills will be rendered directly to you. You should be aware that the Firm may terminate its legal services and withdraw from this engagement in the event our fees and other charges are not promptly paid. In addition, if our engagement is terminated by either one of us or for any reason, you will remain obligated to pay us for any charges incurred before the termination date.

V. RESPONSIBILITIES OF ATTORNEY AND CLIENT

We will provide strictly legal services to the Madison County Tax Assessor's Office in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions, or any investigation of the character or credit of persons with whom you may be dealing.

In addition, unless specifically agreed otherwise in writing, we will not provide any advice related to insurance coverage issues and suggest that you check with your insurance carrier in order to check whether you may have coverage.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the subject matter of our engagement. We encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to

encourage candid and frequent communication between us. We will keep you informed of developments regarding your matters and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work.

Following the conclusion of our representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

We pride ourselves on maintaining good working relationships with our clients. If you become dissatisfied with any aspect of our relationship, we encourage you to bring that to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

VI. VIRUS PROTECTION

During the course of our engagement, we may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the technology community is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. We take the issues raised by these viruses seriously and have invested in document and email scanning software that identifies and reject files containing known viruses. We also update our system with the software vendor's most current releases at regular intervals.

By utilizing this virus scanning software, our system may occasionally reject a communication you send to us. We in turn may send you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, we cannot guarantee that our communications and documents will always be virus free. Occasionally, a virus will escape and go undetected as it passed from system to system. Although we believe our virus protection measures are excellent, we can make no warranty that our documents will be virus free at all times.

Please inform us immediately in the event a virus enters your company's system via any electronic means originating from our Firm. Through cooperative efforts we can minimize any disruption to our communications.

VII. CONFLICTS

You are aware that the Firm represents many other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. To preserve our ability to be available to our clients, you

agree to waive in advance any conflict that might result from our continuing to represent or undertaking in the future to represent existing or new clients in any dispute or transaction that is not related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We agree that your prospective consent to conflicting representation will not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that if known to such other clients could be used in any such other matter by such client to your material disadvantage. Note that in similar engagement letters with other clients we have obtained advance waivers which could preserve our ability to represent you.

VIII. SIGNATURE

While I would prefer to confirm the terms of our engagement by a less formal method than a written statement such as this, I am required to memorialize the terms of our engagement in writing. Please review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please execute and return a signed copy.

I look forward to working with you. Please do not hesitate to call me if you have any questions concerning anything outlined in this letter or any other aspect of our engagement.

Sincerely,

/s/ Todd Butler

G. Todd Butler

GTB:klr

ACKNOWLEDGED AND AGREED:

Date: _____

By: _____
Norman A. Cannady, Jr., Tax Assessor
Madison County Tax Assessor's Office