

## ENGAGEMENT AGREEMENT

This is an Engagement Agreement between the Madison County, Mississippi Tax Collector's Office, as client, and Donahoo Law Firm, PLLC (A Professional Corporation), as attorneys.

1. Definitions. In this agreement, the following definitions apply:
  - a. "ATTORNEYS" shall mean Donahoo Law Firm, PLLC (A Professional Corporation) and its successors (if any) and assigns (if any).
  - b. "CLIENTS" shall mean the Madison County, Mississippi Tax Collector's Office.
  - c. "EXPENSES" shall mean all costs, outlays, and payments incurred by the ATTORNEYS in connection with the representation of, or rendition of legal services to, the CLIENT pursuant to this agreement. "EXPENSES" may include, but are not limited to, the following: fees charged by a clerk of a court; fees charged by notaries public; fees and expenses of certified shorthand reporters; fees and expenses of mediators; fees and expenses of private investigators (if any are retained); fees and expenses of expert witnesses (if any are retained); fees and expenses of abstractors (if any are retained); fees and expenses for local counsel (if any are retained); fees of process servers; charges for outsourced copying; internal copying costs (at the rate of 20¢/page); fees of couriers and delivery services; charges for preparation of exhibits and demonstrative aids; long-distance telephone and fax charges; postage; charges for computerized research services (such as Lexis Advance); and costs of transportation, lodging, and meals in the course of travel by lawyers in order to render services pursuant to this agreement.
  - d. "FEES" shall mean fees for the representation and legal services rendered by the ATTORNEYS pursuant to this agreement.
  - e. "MATTERS" shall mean all efforts to advise CLIENTS from time to time on various legal questions and to provide legal opinion letters, from time to time, to CLIENTS at the request of CLIENTS on a variety of legal matters. Any single matter that CLIENTS retain ATTORNEYS to advise them on and/or to provide a legal opinion regarding and which ATTORNEYS agree to and/or are able to handle pursuant to this Agreement shall be referred to herein as a "MATTER" "MATTERS" or "MATTER" shall not include representing CLIENTS in any litigation, either pending, threatened, currently ongoing or arising in the future. Should CLIENTS wish to retain ATTORNEYS to represent them in any pending, threatened or ongoing litigation, CLIENTS and ATTORNEYS shall enter into a separate agreement to govern that representation.

2. Scope of the Engagement. The CLIENTS hereby engage the ATTORNEYS to do the following:
  - a. Represent the CLIENTS in the MATTERS; and
  - b. Provide legal advice and counsel to the CLIENTS with regard to the MATTERS.
3. Payment of FEES and Reimbursement of EXPENSES.

In return for the services rendered to date, and the services to be rendered in the future, pursuant to this agreement, the CLIENTS agree and promise to pay FEES to the ATTORNEYS, and to reimburse the ATTORNEYS for EXPENSES, on the following terms.

- a. As FEES, the CLIENTS agree and promise to pay to the ATTORNEYS amounts based on certain rates per hour (or fraction thereof) of time expended in the course of rendering services to, or for the benefit of, the CLIENT, on any given MATTER, plus any EXPENSES incurred by ATTORNEYS on the MATTER. Time expended in traveling to or from legal proceedings, meetings, or other activities within the scope of this engagement will be counted in the calculation of FEES unless such proceedings, meetings, or activities take place at the office of the ATTORNEYS. For the time of Price W. Donahoo, the rate will be \$200.00 per hour.
- b. ATTORNEYS shall send to CLIENTS each month a written statement containing a brief summary of the services rendered on the CLIENTS' behalf in each MATTER, and the amount of time expended in the course of rendering the services, and an itemized list of EXPENSES, if any, incurred by the ATTORNEYS in handling each MATTER. The amount of FEES and EXPENSES set forth in the statement will be due and payable upon receipt of the statement by the CLIENTS. The CLIENTS hereby promise, warrant and agree to make payment to the ATTORNEYS in the full amount of the FEES and EXPENSES charged in each such statement not later than the sixtieth (60<sup>th</sup>) day following the date on which the ATTORNEYS send the statement, after which the FEES and EXPENSES will be considered past due. Interest will accrue on all past due FEES and EXPENSES at the rate of ten percent (10%) per annum, compounded annually. Furthermore, if the CLIENTS fail to pay timely the full amount of any statement from the ATTORNEYS, then the ATTORNEYS will be allowed to withdraw from their professional relationship with the CLIENTS, with no further obligation or liability to the CLIENTS, and the CLIENTS hereby consent to such withdrawal.
- c. If for any reason the ATTORNEYS withdraw from the representation of the CLIENTS, the ATTORNEYS will still be entitled to collect from the CLIENTS the full amount of any FEES and EXPENSES which have been earned or incurred by ATTORNEYS but have not yet been paid by the CLIENTS, as well

as FEES earned thereafter for time expended in achieving an orderly withdrawal of the ATTORNEYS from the MATTERS and transferring the file to the CLIENTS' new attorney.

4. Non-Property Tax Matters Excluded from the Scope of the Engagement.

The CLIENTS agree that the ATTORNEYS will not be expected to provide to the CLIENTS legal advice about, or representation concerning, any non-property tax matter, including estate tax, gift tax, generation-skipping transfer tax, income tax, windfall-profits tax, or any other form of tax other than property and/or ad valorem questions that may be part of a MATTER that ATTORNEYS are asked and agree to, handle hereunder.

5. No Guarantee, Promise, Representation, or Warranty of Results.

The CLIENTS understand and agree that, because of the inherent uncertainties of contested legal matters, results are not guaranteed, promised, represented, or warranted by the ATTORNEYS. The CLIENTS acknowledge that no statement made by any of the ATTORNEYS, either before or after the formation of this agreement, is an enforceable guarantee, promise, representation, or warranty that a particular outcome is certain or even probable.

6. Cooperation by the CLIENTS.

The CLIENTS agree to cooperate fully with the ATTORNEYS in the course of their rendition of legal services pursuant to this agreement. Such cooperation shall include, but shall not be limited to, the following:

- a. The CLIENTS agree to furnish voluntarily, timely, and fully any and all information, documentation, and other things which are in the possession, custody, or control of the CLIENTS and are requested by the ATTORNEYS in order to provide representation or services pursuant to this agreement.
- b. The CLIENTS agree not to alter, conceal, destroy, or discard any documents relating to a MATTER.
- c. The CLIENTS agree to advise the ATTORNEYS of their current address and telephone numbers, as they may change from time to time.

7. Entire Agreement.

This document contains the entire agreement between the CLIENTS and the ATTORNEYS, and it supersedes all prior agreements, if any, between the CLIENTS and the ATTORNEYS. This agreement may be modified or amended only by means of a written amendment which has been signed by each of the parties or their authorized agents.

8. Governing Law; Choice of Forum; Attorney's Fees.

The CLIENTS and the ATTORNEYS agree that this agreement, and all rights and obligations under this agreement, will be governed by and determined under the laws of the State of Mississippi. If there is any litigation between either of the CLIENTS and the ATTORNEYS

concerning the performance of this agreement, the meaning of any part of this agreement, or the extent of the obligations hereunder, or any matter related to this agreement or the professional relationship between the ATTORNEYS and the CLIENTS, then the litigation will take place in the Circuit Court of Madison County, Mississippi. The CLIENTS and the ATTORNEYS agree that in such litigation they will not contest the personal jurisdiction or the venue of the Circuit Court of Madison County, Mississippi. In the event ATTORNEYS are required to file suit against the CLIENTS to enforce the terms of this Agreement, ATTORNEYS shall also be entitled to recover their reasonable attorney's fees and litigation expenses incurred in the filing and prosecution of said suit, and in the collection of any judgment thereon.

9. Power and Authority.

The CLIENTS hereby warrant and affirm that the individual signing this Agreement on behalf of CLIENTS has the corporate power and authority necessary to execute and deliver this Agreement and to bind CLIENTS to the terms hereof.

10. Duplicate Originals.

This agreement may be executed in any number of duplicate originals, each of which (or a true and correct copy of which) shall be sufficient to prove the existence and terms of this agreement. It is not necessary that every party sign the same duplicate original, provided that every party has signed at least one duplicate original. This agreement will become effective as soon as it is executed (i.e., signed) by all of the parties hereto. A signed copy of this Agreement transmitted by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

AGREED TO BY THE FOLLOWING PARTIES ON THE DATE OF THE SIGNATURES BELOW:

**Donahoo Law Firm, PLLC**

BY:

\_\_\_\_\_  
Price W. Donahoo, Esq., Owner and Member

Date of Signature: \_\_\_\_\_

**Madison County, Mississippi Tax Collector's Office**

BY:

\_\_\_\_\_  
C.J. Garavelli, Madison County, Mississippi Tax Collector

Date of Signature: \_\_\_\_\_