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September 25, 2015

#11342-0013

VIA E-MAIL

Mrs. Loretta Phillips
Madison County Board of Supervisors
Human Resources Director
Post Office Box 608
Canton, Mississippi 39046

Re: Madison County EEO Claims

Dear Mrs. Phillips:

You have asked that I provide you with a contract for services rendered by Phelps Dunbar LLP to the Madison County Board of Supervisors. This letter describes the basic terms of our engagement.

I. SCOPE OF SERVICES

In general, you have requested that we represent the interest of the Madison County Board of Supervisors with regard to EEOC claims. Of course, the scope of our engagement may change if you ask us to provide different services and we agree to provide them. If our engagements change, the terms set out in this letter will apply to the expanded engagements, unless we enter into a further agreement modifying or superseding this one. Our engagements may be terminated by either one of us upon notice to the other.

We understand that you will be the primary person at Madison County with whom we will communicate regarding the subject matters of our representation.

II. STAFFING

I will be responsible for overall supervision of the legal services provided to you. My direct-dial office number and e-mail address are set forth in the footnote below.¹ In addition, I may call upon other attorneys to assist with future matters as necessary. I will inform you of those individual's contact information. You should not hesitate to contact me and I will endeavor to be available to you as often as you require. If you find it necessary to contact me at home, my home telephone number is (601) 853-2130.

¹ Gary Friedman, (601) 360-9355, friedmag@phelps.com

III. BILLING PROCEDURES

We charge for legal services based upon guideline hourly rates established for each of our attorneys and other professionals and the time they spend on your matters.

My current hourly rate is \$320. We assess our hourly rates from time to time, usually on an annual basis, but rates may change more often.

IV. REIMBURSEMENT OF COSTS

In addition to fees, you will be responsible to pay for disbursements and certain other expenses incurred as a result of our engagements. We know that clients are concerned about reimbursable expenses, and we recognize, and take seriously, our obligation to control these costs.

For some disbursements, you will not be charged. These include costs of normal secretarial assistance and use of conference rooms. You will be charged for expenses we incur on your behalf for such items as filing fees, telephone costs, courier charges, travel expenses of attorneys and other disbursements customarily charged to our clients. You are directly responsible for the cost of experts, consultants, and other outside vendors. We will ask you to pay substantial third-party expenses directly to the provider of the service.

V. PAYMENT

We will bill the County monthly. You should be aware that the Firm may terminate its legal services and withdraw from any engagement in the event our fees and other charges are not promptly paid. In addition, if our engagements are terminated by either one of us for any reason, you will remain obligated to pay us for any charges incurred before the termination date.

VI. RESPONSIBILITIES OF ATTORNEY AND CLIENT

We will provide strictly legal services to you in connection with these engagements. 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 for any liability related to these matters. If you would like us to further investigate the issue of insurance coverage, please let us know in writing.

You are engaging the Firm to provide legal services in connection with specific types of matters. After completion of the matters, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of these matters to provide additional advice on issues arising from these

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matters, the Firm has no continuing obligation to advise you with respect to future legal developments.

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 engagements. 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.

Unless previously ended, our representation of the Madison County Board of Supervisors in a particular matter concludes when we send our final statement for services rendered in the matter. 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, and credit and accounting records; and 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 engagements.

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.

VII. 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 rejects files containing known viruses. We also update our system with the software vendor's most current releases at regular intervals.

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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 is 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.

VIII. SIGNATURE

While we would prefer to confirm the terms of our engagements by a less formal method than a written statement such as this, in certain instances the Firm is required to memorialize the terms of our engagements in writing. We do request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please return a signed copy. Enclosed is an additional copy of this letter which you should retain for your records.

I am looking 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 engagements.

PHELPS DUNBAR LLP

BY: _____
Gary E. Friedman

GEF/klr
Enclosure

ACKNOWLEDGED AND AGREED:

Dated: _____

BY: _____
KARL BANKS
Madison County Board of Supervisors