



Madison County Election Commission

Post Office Box 608
Canton, MS 39046
601.859-0312 (Office/FAX)

January 12, 2016

Madison County Board of Supervisors
Post Office Box 608
Canton, MS 39046

During the January 12, 2016 regular board meeting, the Madison County Election Commission approved the contract of Attorney Wesley Evans as the legal representative for the Commission at a rate of \$150/hour. We are requesting approval of this contractual agreement.

Sincerely,

Pallascene B. Cole, Chair
Madison County Election Commission

Attachment: Contractual Agreement for Attorney Wesley Evans

increased rates, Clients may terminate Attorney's services under this agreement by written notice effective when received by Attorney, provided Clients execute and return a substitution-of-attorney form immediately on its receipt from Attorney if Attorney is Clients' attorney of record in any proceeding.

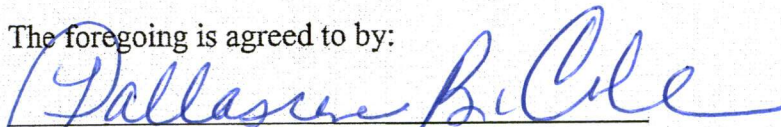
Clients acknowledge that Attorney has made no promises about the total amount of attorney's fees to be incurred by Clients under this agreement.

COSTS. Clients will pay all "costs" in connection with Attorney's representation of Clients under this agreement. Costs will be advanced by Attorney and then billed to Clients unless the costs can be met out of client deposits that are applicable toward costs. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.

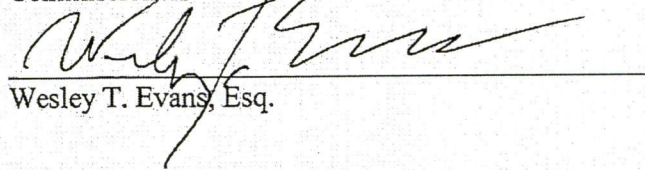
GENERAL PROVISIONS. This agreement sets forth the entire understanding of the parties. Any amendments must be in writing and signed by both parties. This agreement shall be construed under the laws of the State of Mississippi. If any provision of this agreement is held to be invalid, illegal or unenforceable, the remaining portions of this agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this agreement.

EFFECTIVE DATE OF AGREEMENT. This agreement becomes effective retroactively upon approval of retention by the Madison County Election Commission and ratification by the Madison County Board of Supervisors on December 15, 2015.

The foregoing is agreed to by:



Chairperson, Madison County Board of Election
Commissioners



Wesley T. Evans, Esq.

LEGAL SERVICES AGREEMENT

IDENTIFICATION OF PARTIES. This agreement, is made between Wesley T. Evans, (Attorney) and Madison County Board of Election Commissioners, (Client).

LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Attorney to Client are as follows:

advise on election law and responsibilities of the Madison County Election Commission,

RESPONSIBILITIES OF ATTORNEY AND CLIENTS. Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone numbers and whereabouts; and timely make any payments required by this agreement.

COMPENSATION. Client will pay Attorney for the legal services provided under this agreement as follows:

Hourly Compensation. In consideration for the services to be performed by Attorney, Client agrees to pay to Attorney at the following rate:

- \$150.00 per hour for legal services

Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Attorney will charge for all activities undertaken in providing legal services to Clients under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions preparation and participation; correspondence and legal documents review and preparation; legal research; and telephone conversations. When two or more of Attorney's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

Payment is expected for all services and expenses upon receipt of any invoice.

If, while this agreement is in effect, Attorney increases the hourly rates being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Clients. If Clients choose not to consent to the