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February 12, 2016

21581-1

HAND-DELIVERED

Katie Bryant Snell, Esq.
Katie Bryant Snell, PLLC
741 Avignon Drive, Suite A
Ridgeland, MS 39157

Re: Madison County Board of Supervisors
Madison County Engineering Contract Matters

Dear Ms. Snell:

This letter will confirm that Mockbee Hall & Drake, P.A. will provide legal services to the Madison County Board of Supervisors ("County") relating to contract issues between the County and former County Engineer Rudy Warnock, including representation of the County in the lawsuit filed by Warnock and Associates, LLC and Rudy Warnock against the County, Cause No. 3:16-cv-68-CWR-FKB in the United States District Court.

We will bill our services on an hourly rate basis together with all expenses advanced by us on the County's behalf. The charge for my service on this matter will be \$250.00 per hour. The charges for other lawyers who will be involved on an as needed basis to properly and timely represent the interests of the County will be: Alexander F. Guidry - \$220.00 per hour, David B. Ellis - \$200.00 per hour, and D. Wesley Mockbee - \$185.00 per hour. Expenses in excess of \$500.00 will be billed directly to the County for payment. Itemized statements for legal services rendered and expenses incurred will be submitted to you on a monthly basis. All fees and expenses will be billed monthly through the 25th of the month and are due and payable within ten (10) days of receipt.

As I advised you, we regularly represent a number of architects and engineers who could find themselves adverse to the County in the future. Therefore, provided the conditions set forth in Rule 1.7 of the Mississippi Rules of Professional Conduct are met, we request that the County waive any future conflicts arising from such representation and acknowledge by signing this letter in the space provided below that our representation in this action

Katie Bryant Snell, Esq.
February 12, 2016
Page 2

will not prevent our firm from representing any other current and/or future clients on matters against the County which do not involve Warnock contract matters.

Please have the appropriate representative authorized by the County to accept these terms on behalf of the County, sign in the space below and return to me a copy with said original signature.

If you have any questions, please let me know.

Again, I look forward to working with you and the Board and we stand ready to begin work as soon as a signed copy of this letter is returned to us.

Sincerely,

MOCKBEE HALL & DRAKE, P.A.



David W. Mockbee

DWM/ac

cc: Alexander F. Guidry, Esq.

AGREED TO AND ACCEPTED BY:

Madison County Board of Supervisors

By: _____

Title: _____