

MEMORANDUM AGREEMENT

This Memorandum Agreement is made and entered into by and between Madison County, Mississippi, acting through its Board of Supervisors, and Pamela L. Hancock its duly elected County Prosecuting Attorney for a term of office of January 1, 2016 through December 31, 2019, as follows, to-wit:

- 1) On or about August 27, 2007, the Madison County Board of Supervisors (“the Board”), adopted a resolution to employ the currently elected County Prosecuting Attorney on a **full-time** basis pursuant to Senate Bill 2477 enacted by the Mississippi Legislature and approved by the Governor on April 20, 2007 (Laws, Ch. 557, 2007 Regular Session of the Mississippi Legislature). The Board of Supervisors found that it received the authority and discretion to employ the elected county prosecuting attorney on a **full-time** basis during his or her term of office and pay compensation to such full-time prosecuting attorney in an amount of not more than ninety percent (90%) of the annual compensation and salary of the county court judges, and further found that other metropolitan area counties have been granted and have exercised similar authority and discretion, and found, determined and declared a public need for a **full-time** county prosecuting attorney as an effective means of enhancing the efforts of law enforcement, for the timely and prompt prosecution of criminals, and for the protection of county citizens against crime.
- 2) The Board, pursuant to Miss. Code Ann. § 25-3-9(2)(t)(iii), has complete discretion to employ a county prosecutor on a full-time basis and to pay the county prosecutor in an amount not to exceed ninety percent (90%) of the annual salary of the county court judges of the county. The Board also has complete discretion to pay the county prosecuting attorney an annual salary in the amount of twenty-eight thousand dollars (\$28,000.00) if the county prosecuting attorney is not employed on a full-time basis.
- 3) Pamela L. Hancock was elected Madison County Prosecuting Attorney and took office January 1, 2016. Beginning January 1, 2016, and continuing until December 31, 2019, Ms. Hancock shall provide services as County Prosecuting Attorney on a **full-time** basis to include all duties outlined in the statutes referencing her office.
- 4) The Board defines a **full-time** County Prosecuting Attorney as one who maintains regular office hours in the justice court office and fully participates in all aspects of the criminal proceedings in justice court, as

they occur Monday-Friday. The Board also finds that a **full-time** County Prosecuting Attorney will be reasonably available Monday-Friday 8:00a.m. – 5:00 p.m. and may also be called upon in off-hours and on weekends on an as-needed basis by law enforcement and judges. The County Prosecuting Attorney’s duties include primary responsibility for the prosecution of all misdemeanor criminal cases in Justice Court and County Court, representing the State in matters involving probable cause hearings in the Circuit Court, breath test and refusal hearings in county court. Further, the County Prosecuting Attorney represents the State in initial appearances and preliminary hearings on felony cases as needed in justice court.

- 5) Ms. Hancock maintains a private practice of law in addition to her role as **full-time** county prosecuting attorney. Acknowledging her role as a **full-time** elected official, Ms. Hancock agrees to limit her personal private practice of law while serving this term as full time County Prosecuting Attorney.
 - a) Ms. Hancock shall not engage in the private practice of law in any criminal cases in any city, county, municipal or state court proceeding. The scope of her criminal practice will be maintained within her role as Madison County Prosecuting Attorney.
 - b) Ms. Hancock shall not personally appear in court on contested legal matters, (other than the three cases currently set of which the board is aware), and other than in her capacity as Madison County Prosecuting Attorney, without prior Board approval.
 - c) Ms. Hancock shall not engage in any legal matters in her limited private practice that conflict with the schedule of Justice Court hearings.
 - d) Ms. Hancock shall not use the office space, supplies, or staff of the County Prosecuting Attorney’s office to engage in this limited private practice of law.
- 6) From February 1, 2016 until December 31, 2019, compensation for services rendered as County Prosecuting Attorney shall be based on an annual salary of not less than \$121,500.00, plus benefits legally afforded elected officials. For the year beginning February 1, 2016 and all subsequent fiscal years during the term of this agreement, compensation shall be set through the budget process adopted by the Board of Supervisors annually, but shall not

be reduced below \$121,500.00, **unless** the Board determines that County Prosecuting Attorney is not employed on a **full-time** basis at which point the Board may reduce the salary to \$28,000.00 pursuant to its authority under Miss. Code Ann. § 25-3-9(2)(i).

- 7) Madison County shall further provide adequate office space and reasonable office expenses to the County Prosecuting Attorney **as long as** she is employed on a **full-time** basis.
- 8) It is understood and agreed that this instrument contains the entire agreement between the parties hereto with regard to the matters set forth herein.
- 9) All parties herein acknowledge an opportunity to comment on and make changes to this Memorandum Agreement. It is understood and agreed that this Memorandum Agreement is not to be construed against any party as the “drafter” of the Memorandum Agreement.

WITNESS this agreement made and entered into by the parties on this 7th day of March, 2016.

MADISON COUNTY, MISSISSIPPI

President, Board of Supervisors

ATTEST:

Katie Bryant Snell, County Attorney

MADISON COUNTY PROSECUTING ATTORNEY

Pamela L. Hancock