

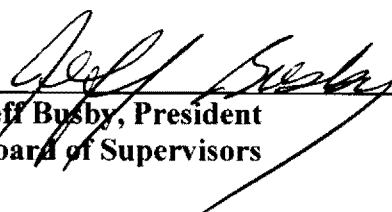
**ORDER: AUTHORIZE HIRING OF BUTLER SNOW AS LEGAL COUNSEL AT  
\$30,000 TO DRAFT LOCAL AND PRIVATE LEGISLATIVE RESOLUTION FOR  
UTILITY DISTRICT**

Motion was made by Chad McLarty, duly seconded by Kevin Frye, to authorize hiring of Butler Snow as legal counsel at \$30,000 to draft Local and Private Legislative Resolution for a utility district.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes  
Supervisor Jeff Busby, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 20<sup>th</sup> day of February, 2018.

  
Jeff Busby, President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

# BUTLER | SNOW

February 19, 2018

*VIA HAND-DELIVERY*

Jeff Busby  
President  
Lafayette County Board of Supervisors  
300 N. Lamar Boulevard  
Oxford, MS 38655

Re: Government Affairs Advisory and Legal Services

Dear Mr. Busby:

This letter will confirm that Butler Snow LLP ("Firm") agrees to represent Lafayette County ("County") in connection with certain government affairs, public policy and legal matters in the State of Mississippi. The terms of this agreement are as follows:

1. **TERM** – This agreement will be in effect for the period February 20, 2018 through and including August 19, 2018. The parties may renew this agreement and extend this term by mutual written consent.

2. **SERVICES** – During the term of this Agreement, Firm will provide services with respect to certain government relations of interest to the County in the State of Mississippi as requested and directed by County and agreed by Firm. These services will consist of: (a) advice to the County; (b) representation of the County before appropriate state legislative and executive bodies; and (c) related government relations services and assistance necessary and appropriate to perform effectively the foregoing services.

3. **ADDITIONAL SERVICES** – The County and Firm acknowledge that the services described in Paragraph 2 to be provided to the County by Firm are services which may be performed by non-lawyers and that, as appropriate, Firm will provide such services through non-lawyers such as Sidney P. Allen, Jr., Caroline W. Sims and Kathryn B. Stewart, or through attorneys who also are a part of Firm's Government Relations Team. The County and Firm further acknowledge that in relation to the Services described in Paragraph 2, the County will have the need for limited legal services which can be performed only by attorneys and legal staff. The legal services contemplated by and covered under this agreement include advice and counsel regarding the formation of a Utility Authority, drafting a resolution for local and private legislation, drafting local and private legislation authorizing the establishment of the Utility Authority and related legal work. The County may choose to have Firm provide other unrelated legal services or may choose to retain other attorneys for that purpose.

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BUTLER SNOW LLP

The County agrees that any other legal services it chooses to ask Firm to provide unrelated to legal work needed to establish the Utility Authority will be covered under a separate engagement agreement between the County and Firm and that any responsibilities of either the County or Firm, including compensation to Firm for such services, will be governed by such other agreement.

4. **COMPENSATION** – Unless other terms of payment are agreed upon in writing for specific projects, as compensation for Services rendered by Firm during the term of this Agreement, the County will pay Firm a total fee of \$30,000.00 (payable \$5,000.00 per month over six months). Such payment will be due upon invoice. The monthly fee is a general retainer for Firm's availability to the County for the Services described in Paragraph 2, and the County acknowledges that this monthly fee is not refundable, regardless of services provided or not provided by Firm during any given month. In the event of termination of this agreement pursuant to Paragraph 10, the County will be responsible for paying to Firm the monthly fee due for the month during which the effective date of termination falls.

5. **EXPENSES** – Firm will be reimbursed for all necessary and reasonable expenses incurred in providing the Services described in Paragraph 2 of this Agreement and any travel inside or outside the State of Mississippi. County's prior approval will be required for any single expense in excess of Five Hundred Dollars (\$500.00). Reimbursement will be made upon receipt of a statement of expenses and associated receipts that identify all expenses in detail. Firm is not authorized to make donations or contributions on behalf of the County without prior written authorization from County. In the event of termination of this agreement pursuant to Paragraph 10, the County will reimburse Firm for all necessary and reasonable expenses incurred through and including the effective date of termination.

6. **CONFIDENTIALITY** – Firm agrees to maintain in strictest confidence all information disclosed to it regarding matters described in Paragraph 2 or otherwise concerning the County, its customers, strategies, products or business. Such confidential and proprietary information will be used by Firm solely in connection with the performance of services for the County under this Agreement.

7. **INDEPENDENT CONTRACTOR** – The County and Firm acknowledge and agree that this Agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

8. **COMPLIANCE** – In connection with the performance of services under this agreement, Firm will comply with all applicable federal, state and local laws and regulations including those laws applicable to lobbying.

9. **SEVERABILITY** – If any term, provision, covenant or condition of this Agreement, or any application thereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy, or otherwise, all provisions,

covenants and conditions of this Agreement not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10. **TERMINATION** – Either party may terminate this agreement at any time for any reason upon 30 days written notice subject to those obligations set forth herein which arise upon termination (see Paragraphs 4 and 5) and those which continue beyond termination (see Paragraph 6); and no portion of the compensation paid to Firm by the County shall be refundable or prorated.

11. **ENTIRE AGREEMENT** – This Agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the Agreement set forth above meets with your approval please sign and return the original of this letter to the Firm.

Sincerely,

BUTLER SNOW LLP

  
Michael Caples

AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

LAFAYETTE COUNTY

By: \_\_\_\_\_  
JEFF BUSBY  
PRESIDENT, BOARD OF SUPERVISORS

**NOTICE TO CLIENTS OF BUTLER SNOW'S  
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or

documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
As of January 1, 2018

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are due upon receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

<b>Document Reproduction</b>	<b>No charge for routine reproduction (under 50 pages per day)</b>
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page      Color: \$0.25/page
	Bates Labeling –
	Electronic: \$0.05/page      Manual: \$0.15/page
Over-size documents (size in excess of 11 x 17)	Charge for each page – no exclusion
	Black & white: \$6.00/page      Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour
<b>Document Scanning</b>	<b>No charge for routine scanning (except evidentiary materials)</b>
	Bulk scanning of evidentiary documents: \$0.06/page (additional charge for document coding)
Over-size documents (size in excess of 11 x 17)	\$10.00/page
<b>Wire Transfers</b>	<b>Outgoing: International: \$50/wire      Domestic: \$25/wire</b>
<b>Data/Audio/Visual Duplication &amp; Reproduction</b>	<b>CD/DVD: \$12.00 for each disc</b>
	Portable Media Devices: Priced per data storage size
<b>Electronically Stored Information</b> (Litigation Support Services)	<b>Data Room: \$750.00 per occurrence</b>
	Data Processing: \$250.00/gb per occurrence
	Relativity Licenses: \$80.00/user per month
	Relativity Data Storage: \$25.00/gb per month
<b>Computerized Legal Research</b>	<b>No charge for basic research.</b>
	\$35/search for public records, special treatises, briefs, motions and expert directory databases.
	Specialized research at actual cost with prior client approval
<b>Electronic retrieval of Court documents</b>	<b>\$0.40 / document</b>
<b>Fax and Long Distance Phone</b>	<b>No charge for calls or Fax transmissions within the United States.</b>
	Non-domestic and conference calls charged at actual cost.
<b>Travel (personal vehicle)</b>	<b>Current Standard Mileage Rate as allowed by the IRS</b>
<b>Messenger Delivery and Service</b> <b>of Subpoenas or Summons</b>	<b>Deliveries under 10 miles one way - No charge; 10-25 miles one way - \$30.00;</b>
	<b>over 25 miles one way - \$10.00/hour plus mileage;</b>
	<b>Service of Subpoenas/Summons - \$35.00 plus delivery</b>
<b>Overnight Package Delivery</b>	<b>Charged at actual cost per package</b>
<b>Postage</b>	<b>No charge for routine postage (under \$25 per day)</b>
	<b>Bulk mailing postage: at actual cost</b>