

ORDER: ACCEPT BOARD ATTORNEY EMPLOYMENT AGREEMENT

Motion was made by John Morgan, duly seconded by Scott Allen, accept Board Attorney employment agreement.

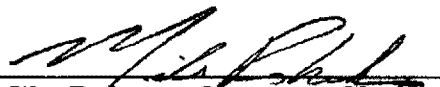
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 2nd day of January, 2024.



Brent Larson, President



Mike Roberts, Chancery Clerk

CONTRACT OF EMPLOYMENT

WHEREAS, David D. O'Donnell has accepted employment as attorney for the Board of Supervisors of Lafayette County, Mississippi, and the Board of Supervisors (Board) and David D. O'Donnell (O'Donnell) wish to memorialize the terms of this agreement:

The parties agree as follows:

1. Scope of Engagement.

- a. Matters Involved. For the annual supervisor salary authorized by law, the Board has engaged O'Donnell to undertake the legal representation of the Board and the general representation of the County, including, but not limited to, as to the following:
 - i. Review of all bid and services contracts in the ordinary and general course of business;
 - ii. Initial review of all liability claims against the County;
 - iii. Consultation with the Attorney General of the State of Mississippi, Mississippi Ethics Commission, and Auditor of the State of Mississippi on general county affairs and business;
 - iv. Attendance at all regular and special meetings of the Board of Supervisors;
 - v. Advising the Board, County Administrator and other elected and appointed county officials on general legal matters concerning the County, including all related phone and in-person conferences;
 - vi. Drafting and editing of Board minutes, orders and resolutions;
 - vii. Research required to properly advise the Board regarding routine legal matters not otherwise considered outside the scope of this agreement; and
 - viii. All communications with members of the Board of Supervisors and County Administrator regarding all official matters
- b. Other Matters. Matters which are included within the scope of this agreement but subject to payment of reasonable additional compensation as provided in MCA §19-3-47(1) in the amount of \$200 per hour:
 - i. Contract negotiation, review, and drafting in respect to contracts.
 - ii. Representation of Lafayette County in civil litigation or matters leading to litigation in any court in which the County is interested, including eminent domain matters;

- iii. Examination and certification of title to property the County is acquiring, leasing or selling;
 - iv. Criminal cases against a County officer for malfeasance or dereliction of duty and office, when by the criminal conduct of the officer, the County may be affected pecuniarily; and
 - v. Matters involving the issuance of any general obligations bonds of the County where said compensation shall be governed by MCA §19-3-47(c).
 - vi. Attendance at Planning Commission public meetings and consultation, as needed.
- c. **Conflicts.** It is understood between the parties that from time to time O'Donnell, by virtue of his association with Clayton O'Donnell, PLLC, may represent other clients who have business or other dealing with the Board and situations may arise in which a conflict of interest may exist. O'Donnell reserves the right to recuse himself, to the extent such a withdrawal would be permitted or required by applicable provisions of the Code of Professional Ethics, from any and all representations of the Board in which he, in his sole discretion, deems such conflict to have arisen. O'Donnell will endeavor to resolve and avoid conflicts whenever possible.
2. **Expense Allowance.** The Board also agrees to pay O'Donnell a monthly office expense allowance as provided in Miss. Code Ann. § 19-3-48 in the amount of \$1,000 to cover all reasonable, necessary and ordinary costs of copying, postage, supplies, legal research services, and staff used in support of the services provided pursuant to this contract.
- Any out-of-town travel expense will be presented to the Board of Supervisors and approved in advance where the need for out-of-town travel can be reasonably foreseen.
3. **Term; Termination of Representation.** The Board agrees to employ O'Donnell for a term of one year, renewable annually during the current four year term of the Board, it being understood that this agreement is subject to termination by the Board prior to the expiration of each one year term only upon a finding of just cause for said termination.

O'Donnell reserves the right to withdraw from as counsel for the Board of Supervisors as may be permitted or required under the Mississippi Code of Professional Responsibility or as permitted by the Rules of Court by the State of Mississippi. Notification of withdrawal shall be made in writing to the Board. Upon termination of this representation for any reason by either the Board or by O'Donnell, O'Donnell agrees to cooperate with any successor counsel to accommodate a smooth transition of the representation.

4. **Retention of File.** O'Donnell agrees to assert a diligent effort to retain and maintain all major and significant components of the files of the Board relative to his representation of the Board for a period of six (6) years following the conclusion of his representation, and during such time to afford the Board a reasonable access to needed materials in said files.

THIS, the 2 day of January, 2024.

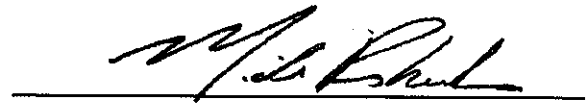


DAVID D. O'DONNELL



BRENT LARSON, PRESIDENT OF THE
LAFAYETTE COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

ATTEST:



CLERK OF THE BOARD

RE: EMPLOYMENT OF BOARD ATTORNEY AND COUNSEL

Upon motion by Supervisor John Morgan, seconded by Supervisor Scott Allen, and adopted by all Supervisors present and voting;

IT IS ORDERED:

That David D. O'Donnell be, and is hereby, employed as Attorney and Counsel for this Board of Supervisors in accordance with the terms of the attached contract, for the year beginning January ____, 2008, with said contract to automatically renew for each remaining year of the current term of this Board unless this Board or O'Donnell should give written notice to the other terminating or amending the contract, with salary as Counsel for this Board as authorized by Miss. Code Ann. §19-3-47(1)(a) set at and shall be, and is hereby, fixed at the statutory maximum amount authorized by law for payment to a member of this Board;

IT IS FURTHER ORDERED that the President for the Board is authorized and directed to execute and deliver the attached contract on behalf of Lafayette County, Mississippi.

SO ORDERED, this the 2 day of January, 2004.

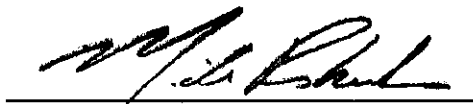
BOARD OF SUPERVISORS OF
LAFAYETTE COUNTY, MISSISSIPPI

BY:



PRESIDENT

ATTEST:



CLERK OF THE BOARD