

BE IT KNOWN that on the dates hereinafter mentioned, before the undersigned Notaries Public and in the presence of the undersigned legal and competent witnesses came and appeared:

THE TOWN OF JONESBORO, a political subdivision of the State of Louisiana, whose mailing address is 128 Allen Avenue, Jonesboro, LA, 71251, represented herein by the Honorable Leslie Thompson, its duly authorized Mayor, hereinafter sometimes referred to as the TOWN; and

DOUGLAS L. STOKES JR. a resident of Jackson Parish, Louisiana whose mailing address is 401 Polk Ave., Jonesboro, LA, 71251, hereinafter sometimes referred to as ATTORNEY

who, upon being sworn, declared that:

ATTORNEY has, for a number of years, served as City Attorney for the TOWN, pursuant to the nomination of the Mayor and concurrence by the Board of Aldermen; during a recent audit the Legislative Auditor indicated that the agreement between TOWN and ATTORNEY should be reduced to writing and that in order to comply with that request they have this date entered into this Legal Services Agreement, hereinafter sometimes referred to as the AGREEMENT, in accordance with the terms and conditions as follows:

1. ATTORNEY serves as City Attorney at the pleasure of the Mayor and Board of Aldermen. His doing so can be terminated at any time by the TOWN in the manner provided by law for any reason;
2. ATTORNEY will be paid a monthly retainer of ONE HUNDRED AND NO/100 (\$100.00) per month, which shall cover the rendition by ATTORNEY of oral advice and opinions to the TOWN and being on call, during normal business hours, for consultation. This retainer shall be paid monthly without the necessity of ATTORNEY submitting a statement for professional services;
3. ATTORNEY shall bill the TOWN for professional services rendered

not covered by the retainer at the rate of \$100.00 per hour for time actually expended on the business of the TOWN, which shall be paid by the TOWN only upon the submission of an invoice for professional services rendered setting forth the exact nature of the services rendered, the amount of time expended in such services and at whose direction the services were performed;

4. ATTORNEY shall not be required to attend the meetings of the Board of Aldermen unless requested to do so by the Mayor, or, in the event it concerns a matter about which the Mayor would not be expected to request such an appearance, by the Board of Aldermen. For such attendance ATTORNEY shall bill the TOWN for time actually expended attending the meeting;

5. Should ATTORNEY's services as City Attorney be terminated ATTORNEY shall, upon request, deliver to the TOWN all of its files or whichever of its files the TOWN desires to retain possession of. In that event ATTORNEY will be authorized to destroy any of the TOWN's files which it does not wish to retain possession of; and

6. In rendering services as City Attorney the parties acknowledge that ATTORNEY represents the TOWN and not the Mayor but that absent circumstances as to make it inappropriate to do so the Mayor, as chief executive of the TOWN is the one to whom the City Attorney is to report to and receive instructions from.

THUS DONE AND SIGNED on the dates and at the places hereinafter indicated.

STATE OF LOUISIANA  
PARISH OF JACKSON

THUS DONE AND SIGNED at my office in Jonesboro, Louisiana, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

TOWN OF JONESBORO

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
LESLIE THOMPSON, MAYOR

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA  
PARISH OF JACKSON

THUS DONE AND SIGNED at my office in Jonesboro, Louisiana, on this  
\_\_\_\_\_  
day of \_\_\_\_\_, 2012.

WITNESSES:

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DOUGLAS L. STOKES JR.

\_\_\_\_\_  
NOTARY PUBLIC