

THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT

This Third Amendment to Legal Services Agreement is made and entered by and between Rutherford County, Tennessee, a political subdivision of the State of Tennessee (“Rutherford County”) and James C. Cope (“Cope”) and Josh A. McCreary (“McCreary”) in their capacity as County Attorney and Assistant County Attorney respectively and as members of the Law Firm Cope, Hudson, Reed & McCreary, PLLC or its successors (the “Law Firm”) to be effective July 1, 2014.

WITNESSETH

WHEREAS, Rutherford County and Cope entered into a Legal Services Agreement effective July 1, 2010 (“Legal Services Agreement”) which provided for an Initial Term for General Legal Services; and

WHEREAS the Legal Services Agreement was previously amended by the First and Second Amendments to Legal Services Agreement which were adopted by the Rutherford County Board of Commissioners (the “Commission”); and

WHEREAS, by affirmative vote on June 12, 2014, the Commission voted to extend the term of Cope as County Attorney for Rutherford County and to adopt this Third Amendment; and

WHEREAS, the Rutherford County Board of Commissioners voted to amend the Legal Services Agreement as provided hereinbelow:

NOW, THEREFORE, in consideration of the mutual covenants and promises exchanged between the parties hereinbelow, the receipt and sufficiency of which is hereby acknowledged, the Legal Services Agreement, as previously amended, is hereby further amended as follows:

1. Cope and Law Firm are hereby employed as the County Attorney pursuant to the Private Act and the existing Legal Services Agreement, as amended, for the period of July 1, 2014 through June 30, 2018.
2. McCreary is hereby elected and appointed as Assistant County Attorney for the same term as above. In the event Cope should vacate his office during the term or become incapacitated, McCreary shall assume said office for the remainder of the term under the terms of the Legal Services Agreement as amended.
3. The County Attorney salary shall remain at Seventy Two Thousand Dollars (\$72,000) per year unless otherwise modified hereafter by the Commission.
4. The budget for the County Attorney office for General Legal Services in Section II (B) of the Legal Services Agreement shall be as adopted and approved by Rutherford County for the budget year 2014-2015, and as may be further amended

hereafter from year to year during the term of this Agreement, provided it shall at no time be less than the 2014-2015 budget.

5. Except as amended hereinabove, the other provisions of the Legal Services Agreement, as previously amended, shall remain in full force and effect and are incorporated herein by reference as if set forth herein at length verbatim.

WITNESS OUR HANDS EFFECTIVE ON THE DATE FIRST WRITTEN ABOVE.

RUTHERFORD COUNTY TENNESSEE

By: _____
Ernest Burgess, County Mayor

Attest: _____

James C. Cope

Josh A. McCreary

COPE, HUDSON, REED & MCCREARY,
PLLC

By: _____
James C. Cope, Chief Manager