INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN the Madison County Board of Supervisors, Madison County Tax Collector (Kay Pace) and Don A. McGraw, Jr.

WHEREAS, Don A. McGraw, Jr. will provide legal services to the Madison County Tax Collector, Kay Pace, regarding legal matters which should arise including: bankruptcy, collection, and other legal issues which may occur involving the Madison County Tax Collector, Kay Pace; and,

WHEREAS, the parties hereto wish to enter into a written Agreement regarding such legal services,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties, it is agreed as follows:

- The Madison County Board of Supervisors does hereby authorize Don A. McGraw,
 Jr. to perform legal services for the Madison County Tax Collector (Kay Pace).
- 2. Don A. McGraw, Jr. will be paid an hourly rate of \$250.00 per hour for services rendered pursuant to this Agreement to be invoiced each month.
- 3. Don A. McGraw, Jr. is an independent contractor and not a salaried employee of Madison County, Mississippi, and is entitled to no employee benefits by virtue of this Agreement.
- 4. The parties hereto understand that this Agreement may be terminated at any time upon written notice by any party hereto including the Madison County Board of Supervisors.

WITNESS OUR SIGNATUR	RES this the day	_, 2013
Madison County Tax Collector	Madison County, Mississippi	
By: Kay Pace	By:	_
Don A. McGraw, Jr.		