## PERSONAL SERVICE CONTRACT

This Personal Service Contract ("Contract") is made by and between the Madison County Board of Supervisors whose address is 146 W Center St, Canton, MS 39046 and Phil Hardwick ("Contractor"), whose address is P.O. Box 12581, Jackson, MS 39236 under the following terms and conditions:

## 1. <u>Scope of Services and Period of Performance</u> Facilitation of a one-day strategic planning retreat on a date to be mutually agreed upon during the period October 1 to December 31, 2016.

- 2. <u>Consideration</u> As consideration for the performance of this Contract, Contractor shall be paid a fee of \$720.00. The Contractor shall invoice the Madison County Board of Supervisors upon completion of the strategic planning retreat.
- 3. **<u>Representation Regarding Contingent Fees</u>** The contractor represents that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee..
- 4. <u>Applicable Law</u> The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue for resolution of any dispute shall be in Canton, Madison County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- 5. <u>Assignment</u> The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the Madison County Board of Supervisors. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 6. **Compliance with Laws** The Contractor understands that the Madison County Board of Supervisors is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, sex, age, national origin, disability, or any other consideration made unlawful by federal, state, or local laws. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 7. <u>Independent Contractor</u> The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the Madison County Board of Supervisors. Contractor represents that it is qualified to perform the duties to be performed under this Contract.
- 8. <u>Confidential Information</u> Contractor shall treat all Madison County Board of Supervisors data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of the Madison County Board of Supervisors.

## MADISON COUNTY BOARD OF SUPERVISORS CONTRACTOR

BY:\_\_\_\_\_

Phil Hardwick Facilitator

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\_\_\_\_\_

DATE: \_\_\_\_\_