

## EMPLOYMENT OF ATTORNEY AGREEMENT

This Agreement, made this the \_\_\_\_ day of October, 2017, by and between **Scott, Sullivan, Streetman & Fox, P.C. ("SSSF")** and the **Madison County Planning and Zoning Department ("Zoning Department")** regarding certain legal and advisory services.

**THEREFORE**, in consideration of the mutual covenants and promises contained herein, SSSF and the Commission agree as follows:

1. This agreement shall be in effect beginning the date of execution of this document by the parties, and shall remain in effect unless and until terminated by either party.

2. During the term of this agreement, SSSF will provide services with respect to all legal matters on behalf of the Zoning Department as requested and directed to include, but not be limited to: (a) attendance and representation at Planning and Zoning Commission ("Commission") and Board of Supervisor meetings; (b) advice to the Zoning Department and the Commission; (c) representation before appropriate municipal, county or circuit courts or regulatory bodies; and (d) other legal and advisory services as requested by the Zoning Department.

3. Unless otherwise agreed upon in writing, the services as set forth herein will be billed to the Zoning Department at a rate of \$175.00/hour. Such payment will be invoiced monthly and paid promptly following receipt thereafter. SSSF will be reimbursed for all necessary and reasonable expenses incurred in providing the services as set forth herein. Reimbursement will be made upon receipt of a statement of expenses to be included in the monthly invoice to the Zoning Department.

4. SSSF agrees to maintain in the strictest confidence all information disclosed in connection with the services as set forth herein, or otherwise concerning the Zoning Department

or Commission.

5. It is acknowledged and agreed that the services as set forth herein do not create an employment relationship between SSSF and the Zoning Department. Accordingly, SSSF is and shall remain an independent contractor.

6. If any term, provision, covenant or condition of this Agreement, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy or otherwise, all other provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. Either party may terminate this Agreement at any time for any reason upon 30 days written notice to the other party.

8. This Agreement constitutes the entire agreement between SSSF and the Zoning Department, and it may not be modified except by written consent between the parties.

AGREED TO AND ACCEPTED THIS THE \_\_\_\_ DAY OF OCTOBER, 2017.

SCOTT, SULLIVAN, STREETMAN & FOX,  
P.C.

MADISON COUNTY PLANNING  
& ZONING COMMISSION

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

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

APPROVED BY:

BOARD OF SUPERVISORS, MADISON COUNTY, MISSISSIPPI

\_\_\_\_\_  
DAVID BISHOP, PRESIDENT