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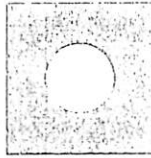
Austin Barbour, *Partner*  
Arnie Hederman, *Partner*  
Michael Goode, *Partner*

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1991 Lakeland Drive, Suite G  
Jackson, Mississippi 39216

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CLEARWATER  
GROUP

February 5, 2019

Honorable Trey Baxter  
President  
Madison County Board of Supervisors  
125 West North Street  
Canton, Mississippi 39046

Dear Mr. Baxter:

On behalf of my partners at the Clearwater Group, we are pleased to present you with this letter of engagement for state and federal government relations consulting.

The Clearwater Group, LLC will provide comprehensive lobbying and government relation services to Madison County on a month-to-month basis beginning February 6, 2019, for a consulting and project management retainer fee of Five Thousand Dollars (\$5,000.00) per month plus travel and business expenses not to exceed \$5,000 during the county's fiscal year. Our fee includes the consulting and lobbying services routinely provided by the Clearwater Group, LLC, to manage and implement your objectives.

Per our discussion, we will focus our government relations efforts on Federal legislative and executive branches as well as the State of Mississippi's legislative and executive branches. Our efforts will be focused on up to five items concurrently, to be prioritized by the Board of Supervisors and communicated to the Clearwater Group through the Board president or County Administrator.

The Clearwater Group is authorized to contract with no more than one additional county at a time and will not accept new clients at the county level without prior approval from the Board. The Clearwater Group will also not contract with contiguous counties nor with counties that have issues that conflict with those of Madison County.

The term of this engagement shall be for twelve months. Either party may terminate this Agreement with a thirty-day written notice. All fees through the end of the month that notice is given shall be due and payable at the end of the month, along with any reimbursable expenses incurred prior to notice.

Travel and business expenses directly associated with the performance of these duties will be cleared with the County Administrator in advance. The Clearwater Group will not charge expenses/travel for updates to the Board of Supervisors.

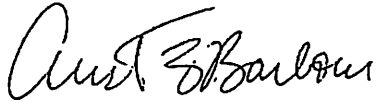


The Clearwater Group will comply with all laws, rules and regulations applicable to its activities related to this Agreement and its performance hereunder, including but not limited to any and all registration, reporting and other applicable requirements. The Clearwater Group will maintain the confidentiality of all Madison County's non-public information.

If this letter of engagement meets with your approval, please indicate your acceptance by countersigning the enclosed copy of this letter. If you should have any questions, please do not hesitate to call me at 601.624.2562.

Again, thank you very much for the opportunity to serve the citizens of Madison County.

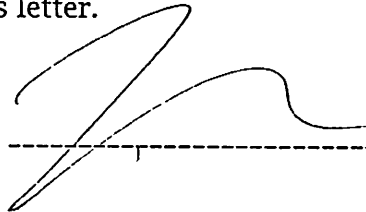
Sincerely,



Austin Barbour  
Managing Partner

Enclosure

On behalf of the Madison County Board of Supervisors I accept the terms set forth in this letter.

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

TITLE: President \_\_\_\_\_

POSITION: \_\_\_\_\_