

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into effective as of the 6<sup>th</sup> day of January, 2020 (the "Effective Date"), by and between MADISON COUNTY, MISSISSIPPI BOARD OF SUPERVISORS (the "Client"), and STRATEGIC MARKETING GROUP, LLC, a Madison County, Mississippi limited liability company ("SMG").

WHEREAS, the Client desires to engage SMG to perform certain services and SMG desires to perform such services, as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services. Acting as an independent contractor, SMG agrees to supply personnel to perform the services and deliverables described in Exhibit A attached hereto (the "Services").
2. Term and Termination. The initial term of this Agreement shall begin on the Effective Date and end forty-eight (48) months thereafter (the "Initial Term"), provided that either party shall have the right to terminate with thirty (30) days written notice to the other party. In the event of termination, the Client shall be responsible for paying SMG for any amounts earned through the date of termination and neither party will have any further obligation to the other party other than the obligations contained in Sections 7 and 8 of this Agreement. If the Agreement is terminated prior to the expiration of the Initial Term, the fees payable in Section 4 shall be pro-rated based on the work performed up to and through the date of termination.
3. Payment Terms. As full compensation for the Services, the Client will pay SMG Three Thousand and No/Dollars (\$3,000.00) per month. The Contractor will submit an invoice to the Client for each monthly payment and the Client will submit payment within thirty (30) days of receipt.
4. Expenses. The Client shall reimburse SMG for all reasonable business and travel expenses SMG incurs in performing SMG's duties under this Agreement. Such expenses shall be reimbursed by the Client within thirty (30) business days after SMG provides documentation substantiating such expenses. All expenses will be approved by the Administrator/Board of Supervisors prior to SMG incurring said expenses.
5. Taxes. SMG shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes.
6. Independent Contractor Relationship. During the term of this Agreement, SMG shall be an independent contractor with respect to performing the services described herein. Nothing in this Agreement shall be construed to create a joint venture, partnership, agency, employer-employee or other similar relationship of any type between SMG and the Client. It is expressly understood that SMG is an independent contractor in every respect.
7. Confidential Information. The parties agree to keep any and all of the other party's Confidential Information strictly confidential and to use such Confidential Information only in performance of the Services. The parties shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, or make accessible in any manner whatsoever such Confidential Information to any person, firm, corporation, entity or other third party that is not expressly authorized to receive the Confidential Information. Neither party shall use the other party's Confidential Information for their own benefit or for the benefit of any third party whatsoever. Confidential Information shall include all information, material and data, of any nature whatsoever, that the parties have a legitimate business interest in protecting (the "Confidential Information"). The parties understand and agree that this obligation regarding the confidentiality and non-disclosure of Confidential Information shall survive the termination of this Agreement.
8. Return of Property. Upon request by either party at any time, a party shall promptly return any and all property that has come into their possession, including information, material or data obtained or used in connection with performing the Services. The returning party shall not retain any copy of such property. Upon termination of this Agreement for any reason, both parties shall promptly return any and all property owned by the other party that has come into its possession, including data and information obtained or used in connection with performing the Services. Any property returned in computerized or electronic form shall be in a format suitable for the performance of the Contract with no restrictions on use or re-use.



9. Ownership. All tangible and intangible information relating to Confidential Information of the parties, including without limitation, audio, video and digital tape-recordings, informational material, handouts, samples, specifications and other information, shall remain the property of the originally owning party. The parties expressly understand and agree that the Client will retain full ownership of all marks, copyrights, inventions, patents and other intellectual property created by the Client and SMG will retain full ownership of all marks, copyrights, patents, inventions and other intellectual property created by SMG.

10. Other Activities. SMG shall not be required to provide the Services to the Client as its sole and exclusive activity, and SMG may have other business interests and may engage in other activities in addition to those relating to the Client.

11. Limitation of Liability/Attorneys' Fees. The total liability, in the aggregate, of SMG and its officers, managers, employees, and agents, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement shall not exceed the total compensation received by Contractor. In the event that any party institutes any legal suit, action or proceeding against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

12. Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds.

13. Notices. Any notice pursuant to this Agreement shall be sufficiently given if delivered in person or if mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth for such party on the signature page of this Agreement. Notices sent by regular US mail shall be deemed delivered five (5) days after deposit in the US mail. Any party may change the address to which notices are to be sent by giving notice to the other party at the address and in the manner provided in this Section 13.

14. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. This Agreement can only be amended or modified in a written document signed by both SMG and the Client. SMG's or the Client's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right under this Agreement shall not be a waiver of such provision or right or any other provision or right of this Agreement. This Agreement shall not be construed or interpreted in favor of or against SMG or the Client on the basis of draftsmanship or preparation of the Agreement. From and after the Effective Date of this Agreement, this Agreement shall supersede any other agreement between SMG and the Client with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CLIENT-

STRATEGIC MARKETING GROUP, LLC

MADISON COUNTY, MISSISSIPPI

By:   
Heath Hall, President and COO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

Address:

Address:

Po Box 304  
MADISON, MS  
39130

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

Services and Deliverables

Contractor will provide content management for social media platforms and work with department heads to publicize upcoming events and services online (working with the IT Department) and on social platforms (such as Facebook, Twitter, etc.).

Contractor, as approved by the Board of Supervisors and/or the Administrator, will launch and manage an App.

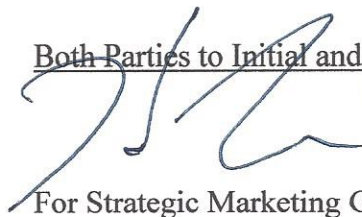
Contractor will assist in identifying and packaging information for press releases, press conferences and/or media-related special events.

Contractor will serve as the spokesman for the Madison County Board of Supervisors and/or department heads, as requested by the Board or the Administrator.

Contractor will attend board meetings to determine how best to articulate Board actions to the taxpayers of Madison County, Mississippi.

Contractor, in the event of an emergency, will provide crisis communications/public relations.

Both Parties to Initial and Date

 1/4/20

For Strategic Marketing Group, LLC

For the Madison County Board of Supervisors