

BUTLER | SNOW

January 8, 2020

To: Madison County Board of Supervisors
From: Don Clark, Butler Snow LLP
Re: Federal Legislative Monitoring Services

This Memorandum will confirm that Butler Snow LLP (“Firm”) agrees to represent and provide legislative monitoring services to Madison County Board of Supervisors (the “County”) in connection with certain federal legislative and public policy matters. The terms of this agreement are as follows:

1. **TERM** – This agreement will be in effect for the period January 22, 2020 through and including December 31, 2020. The parties may renew this agreement and extend this term by mutual written consent.

2. **SERVICES** – During the term of this agreement, Firm will provide legislative monitoring services with respect to certain federal government issues of interest to the COUNTY as requested and directed by the COUNTY and agreed by Firm. These services will consist of: (a) advice to the COUNTY; (b) representation of the COUNTY before appropriate legislative and executive bodies and (c) related legislative monitoring services and assistance necessary and appropriate to perform effectively the foregoing services, with regard to federal appropriations and grants issues related to infrastructure projects and any additional projects as directed by the COUNTY.

3. **ADDITIONAL SERVICES** – The COUNTY and Firm acknowledge that the services described in Paragraph 2 to be provided to the COUNTY by Firm are services which may be performed by non-lawyers and that, as appropriate, Firm will provide such services through non-lawyers or through attorneys who also are a part of Firm's Government Relations Team. The COUNTY and Firm further acknowledge that, from time to time, and either in relation to the services described in Paragraph 2 or on unrelated, independent matters, the COUNTY may have the need for legal services which can be performed only by attorneys and legal staff. Such legal services are not contemplated by or covered under this agreement. Rather, the COUNTY may choose to have Firm provide such legal services or may choose to retain other attorneys for that purpose. The COUNTY agrees that any such legal services it chooses to ask Firm to provide will be covered under a separate engagement agreement between the COUNTY and Firm and that any responsibilities of either the COUNTY or Firm, including compensation to Firm for such services, will be governed by any such agreement.

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4. **COMPENSATION** – Unless other terms of payment are agreed upon in writing for specific projects, as compensation for services rendered by Firm during the term of this agreement, the COUNTY will pay Firm a monthly consulting fee of \$12,500. Such payment will be due upon invoice. This monthly consulting fee is a general retainer for Firm's availability to the COUNTY for the services described in Paragraph 2, and the COUNTY acknowledges that this consulting fee is not refundable, regardless of services provided or not provided by Firm.

5. **EXPENSES** – Firm will be reimbursed for all necessary and reasonable expenses incurred in providing the services described in Paragraph 2 of this agreement and any travel inside or outside the State of Mississippi. Reimbursement will be made upon receipt of a statement of expenses and associated receipts that identify all expenses in detail. In the event of termination of this agreement pursuant to Paragraph 11, the COUNTY will reimburse Firm for all necessary and reasonable expenses incurred through and including the effective date of termination.

6. **CONFIDENTIALITY** – Firm agrees to maintain in strictest confidence all information disclosed to it regarding matters described in Paragraph 2. Such confidential and proprietary information will be used by Firm solely in connection with the performance of services for the COUNTY under this agreement.

7. **INDEPENDENT CONTRACTOR** – The COUNTY and Firm acknowledge and agree that this agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

8. **COMPLIANCE** – Firm agrees to comply with all applicable federal, state and local laws, regulations, registration or any other requirements of any governing body overseeing such services as performed in this agreement, including but not limited to the compliance requirements and governmental entities outlined in the Scope of Services in Paragraph 2.

9. **SEVERABILITY** – 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 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.

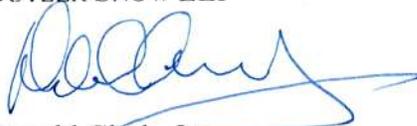
10. **TERMINATION** – Either party may terminate this agreement at any time for any reason upon 30 days written notice subject to those obligations set forth herein which arise upon termination (see Paragraphs 4 and 5) and those which continue beyond termination (see Paragraph 6). Upon termination, if the COUNTY has paid the Firm amounts as retainer for a time period beyond the date of termination, then Firm shall reimburse the COUNTY on a pro rata basis for any payments for the timeframe beyond the termination date.

11. **ENTIRE AGREEMENT** – This agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the agreement set forth above meets with your approval, please sign and return the original of this letter to the Firm.

Sincerely,

BUTLER SNOW LLP

A handwritten signature in blue ink, appearing to read "Donald Clark, Jr.", with a long horizontal flourish extending to the right.

Donald Clark, Jr.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2020.

MADISON COUNTY BOARD OF SUPERVISORS

By: _____