

**AGREEMENT FOR EMPLOYMENT OF ATTORNEY**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between **ANDY J. CLARK WITH JERNIGAN COPELAND ATTORNEYS, PLLC** (hereinafter, “**Attorney**”) and the **MADISON COUNTY PLANNING AND ZONING COMMISSION AND/OR THE MADISON COUNTY BOARD OF SUPERVISORS** by and through the Board of Supervisors of Madison County, Mississippi (hereinafter, “**Client**”).

**WHEREAS**, Client recognizes Attorney as a provider of certain legal and advisory services in the State of Mississippi, and more particularly in Madison County, Mississippi.

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

1. **TERM** – This agreement shall be in effect beginning January 1 \_\_\_\_\_, 202<sup>4</sup>\_\_\_\_ and shall remain in effect until December 31 \_\_\_\_\_, 202<sup>7</sup>\_\_\_\_, unless terminated by either party in accordance with this Agreement.

2. **SERVICES** – During the term of this Agreement, Attorney will provide services with respect to all legal matters on behalf of the Client as requested and directed by the Client. These services will consist of: (a) attendance and representation at Commission meetings and meetings of the Board of Supervisors of Madison County, Mississippi as needed, and or/requested; (b) legal advice to the Client; (c) representation of the Client before appropriate municipal, county or circuit courts or regulatory bodies; and (d) other legal and advisory services as requested by the Client.

3. **COMPENSATION** – Unless otherwise agreed upon in writing, the Services described in Paragraph 2 of this Agreement will be billed to the Commission and/or Board of Supervisors at a rate of \$225.00/hour. Such payment will be paid monthly and due upon invoice.

4. **EXPENSES** – Attorney will be reimbursed for all necessary and reasonable expenses incurred in providing the Services described in Paragraph 2. Reimbursement will be made upon receipt of a statement of expenses to be included in the monthly invoice to the Commission and/or Board of Supervisors.

5. **CONFIDENTIALITY** – Attorney agrees to maintain in strictest confidence all information disclosed in connection with the Services described in Paragraph 2 of this Agreement, or otherwise concerning the Client, the business of the Client. Such information will only be used in connection with the performance of the Services for the Client as described in Paragraph 2 of this Agreement.

6. **INDEPENDENT CONTRACTOR** – Attorney and the Client acknowledge and agree that this Agreement does not create an employment relationship between them and that Attorney is and shall remain an independent contractor.

7. **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.

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

9. **ENTIRE AGREEMENT** – This Agreement constitutes the entire agreement between the parties and it may not be modified and no provision may be waived except by another written agreement between the parties.

**AGREED TO AND ACCEPTED THIS THE \_\_\_\_\_)th DAY OF \_\_\_\_\_, 202\_\_.**

**JERNIGAN COPELAND ATTORNEYS,  
PLLC**

**MADISON COUNTY PLANNING &  
ZONING COMMISSION**

\_\_\_\_\_  
**ANDY J. CLARK, ESQUIRE**

\_\_\_\_\_  
**SCOTT WEEKS  
ZONING ADMINISTRATOR**

**APPROVED BY:**

**BOARD OF SUPERVISORS  
MADISON COUNTY, MISSISSIPPI**

\_\_\_\_\_  
**PRESIDENT**