

CONTRACT FOR SERVICES

This Contract for Services, dated effective ~~February 3rd~~ ^{March}, 2025 (this "Contract"), is made and entered into by and among Ronny Lott, in his capacity as Madison County Chancery Clerk, ("Clerk") and Records Maintenance, LLC ("CONTRACTOR").

ARTICLE 1 SCOPE OF WORK

1.1 Services. CLERK has engaged CONTRACTOR to provide services in connection with records maintenance for the Office of the Madison County Chancery Clerk. CONTRACTOR will provide Services related to maintenance, storage, and preservation of all CLERK records, including, but not limited to land and court records and documents, minutes, exhibits, appendices, and such other services as directed by CLERK from time to time for the duration of this Contract (collectively, the "Services").

1.2 Time and Availability. CONTRACTOR shall exercise reasonable discretion in selecting the dates and times it performs such Services giving due regard to the needs and timelines of CLERK's business.

1.3 Confidentiality. In order for CONTRACTOR to perform the Services, it may be necessary for CLERK to provide CONTRACTOR with Confidential Information (as defined below) regarding CLERK's business. CLERK will rely heavily upon CONTRACTOR's integrity and prudent judgment to use this information only in the best interests of CLERK.

1.4 Standard of Conduct. In rendering Services under this Contract, CONTRACTOR shall conform to high professional standards of work and business ethics. CONTRACTOR shall not use time, materials, or equipment of CLERK without the prior written consent of the CLERK. In no event shall CONTRACTOR take any action or accept any assistance or engage in any activity that would result in any person, entity, or organization acquiring any rights of any nature in the results of work performed by or for CLERK.

1.5 Outside Services. CONTRACTOR shall not use the service of any other person, entity, or organization in the performance of CONTRACTOR's duties without the prior written consent of CLERK. Should CLERK consent to the use by CONTRACTOR of the services of any other person, entity, or organization, no information regarding the services to be performed under this Contract shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an Contract to protect the confidentiality of CLERK's Confidential Information (as defined in Article 5) and CLERK's absolute and complete ownership of all right, title, and interest in the work performed under this Contract.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 Independent Contractor. CONTRACTOR is an independent CONTRACTOR and is not an employee of CLERK or Madison County. The manner in which CONTRACTOR's services are rendered shall be within CONTRACTOR's sole control and discretion, but CONTRACTOR agrees to devote reasonable time and effort to performing the Services in order to meet the needs of the CLERK. CONTRACTOR is not authorized to speak for, represent, or obligate Madison County, or the CLERK.

2.2 Taxes. CONTRACTOR shall be responsible for all taxes arising from compensation and other amounts paid under this Contract, and shall be responsible for all payroll taxes and fringe benefits of CONTRACTOR's employees, if any. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the CLERK on behalf of CONTRACTOR or his/her employees. CONTRACTOR understands that he/she is responsible to pay, according to law, CONTRACTOR's taxes and CONTRACTOR shall, if requested by CLERK, properly document to the Company that any and all federal and state taxes have been paid.

2.3 Benefits. CONTRACTOR and CONTRACTOR's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of CLERK, if any. No workers' compensation insurance shall be obtained by CLERK covering CONTRACTOR or CONTRACTOR's employees.

**ARTICLE 3
COMPENSATION FOR SERVICES**

3.1 Compensation. CLERK shall pay to CONTRACTOR bi-weekly for services rendered to CLERK under this Contract. The compensation shall be paid regardless of the number of consulting hours provided by CONTRACTOR in a particular pay period, but CONTRACTOR agrees to devote reasonable time and effort to performing the Services in order to meet the needs of the CLERK.

3.2 Reimbursement. CLERK shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR unless otherwise agreed to in writing in advance.

**ARTICLE 4
TERM AND TERMINATION**

4.1 Term. This Contract shall be effective as of ~~February 3rd~~ ^{March 3rd}, 2025, and shall continue in full force and effect for one (1) year, and may be extended by written, mutual agreement by the CONTRACTOR and the CLERK. Either CLERK or CONTRACTOR may terminate this Contract with ten (10) days written notice to the other.

4.2 Responsibility upon Termination. Any equipment provided by CLERK to the CONTRACTOR in connection with or furtherance of CONTRACTOR's services under this Contract, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Contract, be returned to the CLERK.

4.3 Survival. The provisions of Articles 5, 6, 7, and 8 of this Contract shall survive the termination of this Contract and remain in full force and effect thereafter.

**ARTICLE 5
CONFIDENTIAL INFORMATION**

5.1 Obligation of Confidentiality. In performing Services under this Contract, CONTRACTOR may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of CLERK. CONTRACTOR agrees that CONTRACTOR will not, and CONTRACTOR's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than CLERK, or disclose such Confidential Information without the written authorization of the CLERK Board, either during or after the term of this Contract, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to CLERK or to a third party for whom CLERK is performing work, including, without limitation, information concerning any confidential documents, photographs, records, court records, exhibits, appendices, reports, or documents, devices or material, software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of CLERK, any vendor names, customer and supplier lists, databases, management systems of CLERK, or any other confidential information or proprietary aspects of the business of CLERK. All information which CONTRACTOR acquires or becomes acquainted with during the period of this Contract, whether developed by CONTRACTOR or by others, which CONTRACTOR has a reasonable basis to believe to be Confidential Information, or which is treated by CLERK as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of the CLERK. CONTRACTOR agrees that all specific materials or methods developed by the CONTRACTOR on behalf of CLERK in connection with services rendered under this Contract, are and shall remain the exclusive property of CLERK. Promptly upon the expiration of this Contract, or upon the request of the CLERK, CONTRACTOR shall return to CLERK all documents and tangible items provided to CONTRACTOR or created by CONTRACTOR for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

**ARTICLE 6
GENERAL PROVISIONS**

6.1 Construction of Terms. If any provision of this Contract is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

6.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.

6.3 Complete Contract. This Contract constitutes the complete Contract and sets forth the entire understanding and Contract of the parties as to the subject matter of this Contract and supersedes all prior discussions and understandings in respect to the subject of this Contract, whether written or oral.

6.4 Modification. No modification, termination, or attempted waiver of this Contract, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

6.5 Waiver of Breach. The waiver by a party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

6.6 No Conflict. CONTRACTOR warrants that CONTRACTOR has not previously assumed any obligations inconsistent with those undertaken by CONTRACTOR under this Contract.

IN WITNESS WHEREOF, this Contract is executed, and effective as of the date set forth above.

CHANCERY CLERK OF MADISON COUNTY
MISSISSIPPI



RONNY LOTT, IN HIS CAPACITY
AS CHANCERY CLERK

RECORDS MAINTENANCE LLC

2/18/2025
