

**ORDER: APPROVE LETTER OF AGREEMENT FOR COMMUNICATIONS
SERVICES WITH RED WINDOW COMMUNICATION**

Motion was made by Chad McLarty, duly seconded by David Rikard, to approve Letter of Agreement for Communications Services with Red Window Communications.

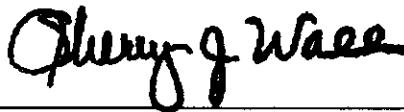
The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 7th day of October, 2019.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk



Letter of Agreement for Communications Services

This letter describes the terms under which Red Window Communications LLC (Agency) will provide communications services to Lafayette County (Client). It will serve as a contract between the two parties.

1. Purpose

The purpose of this agreement is to provide the Client with communications messaging through multiple media and across multiple channels, designed to serve the Client's business goals.

2. Services

The Agency will provide to the Client communications services as an independent contractor and not as an employee or agent of the Client. The Agency's range of services is outlined in the document Red Window Communications Services Guide, which is updated annually.

3. Service Rates

Client agrees to provide payment to the Agency at a rate of \$75 per Service Point for communications services as described in the Services Guide. The Agency will provide documentation of the monthly Service Point allocation after the end of each month, by the tenth (10th) day of the following month.

4. Service Levels & Monthly Billing

The Client and Agency may mutually agree upon a Service Level as a monthly allotment of Service Points appropriate to the Client's needs and budget. The Service Level will be set by email agreement between the Client and Agency, and can be modified by email correspondence without requiring a modification of this formal Letter of Agreement.

If at any time the Client requests a lower monthly Service Level, the Client will still be responsible for paying for the balance of Service Points completed by the Agency.

5. Billing

The Agency will send an invoice by email on or before the tenth (10th) day of each month. The invoice will cover work to be performed that month. Payment is due within 30 days of the invoice date by check or ACH payment.

Invoices not paid within 30 days will be subject to a 5 percent late fee. For invoices not paid within 60 days, the late fee increases to 10 percent on that invoice, and the Agency will halt work on Client projects until the Client's outstanding balance is fully paid. The Agency may require a Client to pay in advance for future work if the Client does not pay invoices promptly.

If, after 60 days, the account is still delinquent, Agency retains full rights to seek payment of the outstanding balance through any and all legal means, as well as any interest owed, any attorney fees incurred, any court or filing fees, and any and all other necessary expenses resulting from the action required to secure payment.

6. Ordinary Expenses

Typical and ordinary expenses, such as travel within Lafayette County and normal office expenses, are included in the Agency's fees.

7. Services Not Covered

Payment to vendors, subcontractors, and outside services necessary to but tangential to discharge of this agreement (i.e. contract photography, website hosting, etc.) are not included in the Agency's fees. If the Client does not pay for these expenses directly, the Agency may carry such expenses for the Client and include them as line items in its next invoice with a 15% service charge.

8. Ownership

Work Product: All materials developed and prepared by the Agency or its employees or subcontractors for the Client that are subject to copyright, trademark, patent, or similar protection shall become the property of the Client and deemed Work Product. However, by entering into this Contract, the Client hereby agrees that the Agency may use the Work Product it created for the Client as a showcase or case study without further notice to the Client.

Third-Party Licenses: If the Agency licenses materials from third parties for inclusion in Work Product (e.g., stock photography), ownership of such materials remains with the licensor, and the Client agrees that it remains bound by the terms of such licenses and does not hold proprietary rights in such third-party materials beyond the terms and conditions in the pertinent license.

9. Confidentiality

The Agency agrees not to disseminate or use for its own purpose, either during or after the termination of the contract, any confidential information imparted by the Client. The Agency agrees to utilize reasonable controls to restrict dissemination of such information.

10. Indemnities

Agency Indemnification: The Agency shall indemnify, defend and hold the Client harmless against any claims brought against the Client to the extent the Agency infringed any trademark, copyright or patent in the United States or misappropriated any trade secret of a third party.

Client Indemnification: Subject to the preceding paragraph, the Client agrees to indemnify, defend and hold the Agency harmless against any claims brought against the Agency to the extent that the Client (a) infringed intellectual property rights; or (b) provided inaccurate information to the Agency concerning the Client's products and services.

Conditions to Indemnification: The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

11. Terms & Termination

This agreement is effective as of the date on the signature page below. This agreement may be terminated without cause by either party upon 30-day written notice.

In the event this agreement is terminated by either party, the Client will be responsible for paying for Service Points completed by the Agency. The Agency will in good faith transfer into the Client's possession its work documents, its website ownerships, and the access logins for online accounts used on behalf of the Client. The Client's final invoice will include Service Points representing time spent on this transition, and payment of the final invoice will be required in advance.

This agreement shall be governed by the laws of the State of Mississippi. Any litigation between the parties related to this agreement shall be exclusively determined by the county or state courts with jurisdiction in Lafayette County, Mississippi.

This agreement succeeds any agreements, either oral or written, between the parties beginning on the date of the agreement, and contains all the covenants and agreements between the parties on the same date. Any modification of this agreement will be effective only if it is in writing by the parties.

This agreement is executed in Oxford, Mississippi, on this date: _____

By:

Lucy Schultze, Principal
Red Window Communications LLC

Lisa Carwyle, Administrator
Lafayette County