

CONTRACT OF EMPLOYMENT OF PATRICIA DANIEL

Agreement entered into this the _____ day of _____ 2018 between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and Patricia Daniel (hereinafter known as Contractor).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City employs Contractor and Contractor agrees to work for City under the following terms and conditions hereby agreed upon by the parties:

I. TERM OF EMPLOYMENT:

Contractor's services shall be on an as needed basis and shall continue until terminated pursuant to Section II of this contract.

II. TERMINATION OF EMPLOYMENT:

(A) Termination With or Without Cause. City shall have the right to terminate Contractor's employment hereunder, at any time, with or without cause upon the giving of ten (10) days written notice to Contractor. The date said written notice is given shall state the effective date of said termination. Any and all obligations of City under this Agreement shall cease on the effective date written notice of termination hereunder is given to Contractor.

(B) Contractor shall have the right to terminate this Agreement, at any time, upon giving the City ten (10) days written notice. Upon the effective date of such termination by Contractor for any reason, with or without cause, any and all obligations of City under this Contract (including compensation due, obligations to pay) shall cease on the effective date of said termination.

III. COMPENSATION:

Contractor will be paid at a rate of \$25.00 per hour for a period of eighteen (18) months; however, at such time, hourly rate may be reviewed. Contractor is an independent contractor and will not receive any benefits from the City. Contractor shall be responsible for payment of all taxes (federal, state and local) due as a result of this contract. Contractor will not receive or be entitled to any relocation costs from the City. Contractor shall be paid upon submission of an invoice.

IV. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

(A) Except as required in the performance of his duties to the City, Contractor shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available to any person, firm, corporation, unincorporated associate or other entity any Confidential and Proprietary Information or any portion thereof. Upon termination of this employment contract with the City, all papers, documents, records, lists, notebooks, files, and similar items containing Confidential and Proprietary Information, including copies thereof, in the Contractor's possession, whether prepared by him or others, shall be promptly returned to the City. If at any time after such termination of employment, the Contractor determines that she has any Confidential and Proprietary Information in her possession or control, she shall immediately return to the City all such Confidential and Proprietary Information, including all

copies thereof.

(B) The expiration of this Agreement or the termination of employment of Contractor by Contractor or City, with or without cause, does not terminate Contractor's obligations under the covenants contained in Section IV, such covenants shall survive such expiration or termination. The parties hereto acknowledge that a suit for damages, violation or breach for any of the provisions of this Agreement will be inadequate and agree that in the event of any violation or breach, or threatened violation or breach, of this Agreement, the City shall have the right, in addition to any other rights or remedies available at law or in equity, to obtain injunctive relief.

(C) Definitions. As used in this Agreement:

(i) "City" shall mean The Board and Mayor of Aldermen of the City of Vicksburg, their successors and assigns.

(ii) "Confidential and Proprietary Information" shall mean any and all information disclosed or made available to the Contractor or know by the Contractor as a direct or indirect consequence of or through his employment by the City and not generally known, which shall include information related to employees and personnel matters.

V. WAIVER:

A waiver by City of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

VI. DUTIES:

Contractor shall work under the direction of the VTV\TV23 Station Manager or person designated by The Board of Mayor and Aldermen of the City of Vicksburg. Contractor will perform photography work assigned by Station Manager or Board designee. Contractor may use City equipment for work.

VII. ENFORCEABILITY:

This Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and governed in accordance with the laws of the State of Mississippi, in the County of Warren, notwithstanding the fact that one or more of the parties to this Agreement may be or shall become a resident or citizen of a different state or country. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted. If any part of this Agreement is, for any reason, held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for protection of the City. In the event either party to this Agreement files suit seeking the Court to enforce this Agreement or adjudicate the rights of such party hereunder, reasonable attorneys' fees and costs shall be paid to the successful party in such action by the unsuccessful party.

VIII. PROPRIETARY RIGHTS AND OWNERSHIP:

All work produced by said contractor, including but not limited to logos, films and production pieces, as a result of his employment with the City of Vicksburg shall belong to the City of Vicksburg and not to the Contractor.

IX. CAPTIONS:

Captions to and headings of the Paragraphs and Sections of this Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

X. AMENDMENTS:

This Agreement represents the entire agreement between the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have absolutely executed this Agreement on this the _____ day of _____ 2018.

CITY OF VICKSBURG

By: _____
GEORGE FLAGGS, JR., MAYOR
CITY OF VICKSBURG, MISSISSIPPI

CONTRACTOR:

By: _____
PATRICIA DANIEL