

**CRAFT ENTITIES,LLC**  
**d/b/a Wage Hour Expert, LLC**  
**a Consulting Firm**

Van E. Craft  
Owner/Consultant

ADDRESS:  
9 Winbourne Drive  
HATTIESBURG, MS 394042-8729

Date:  
January 28, 2020

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Website: wage hour expert.com

Mr. Shelton N. Vance, County Administrator  
Madison County  
P. O. Box 608  
Canton, MS 39046-0608

Re: Proposed Project

Dear Mr. Vance:

In accordance with our conversations, it is our understanding that you are interested in retaining this firm to conduct an assessment of your county to determine its level of compliance with the Federal Wage and Hour Laws and to offer recommendations to enhance its level of such compliance. This consulting firm is not a law firm and, thus, does not offer legal advice or opinions.

In connection with the services to be performed, it is difficult and virtually impossible at this time to specify the exact nature, extent and difficulty of the contemplated services and of the time involved. We shall exert efforts at all times to represent your interest and rights and if possible to seek an amicable solution to your issues with a minimal expenditure of monies. Some of this Wage Hour assessment work was conducted earlier by this consulting firm under a contract with then-Board of Supervisors Attorney Katie Bryant Snell at a cost of \$7,882.10.

1. In connection with the services rendered or to be rendered, it is understood and agreed that our services shall be compensated at the rate of \$225.00 per hour. Travel time shall be compensated at the rate of \$112.50 per hour. We shall make effort at all times to avoid duplication of services and to render our services in an efficient manner. We will perform this work in an expeditious manner.

2. In addition thereto, you are responsible for all necessary and reasonable costs and expenses incurred or paid out in the performance of these services. These costs and expenses may include, but are not limited to, postage, toll charges, mileage costs (\$.535 per mile), travel expenses including lodging and meals,

duplication and copy expenses, and other necessary expenses. If we advance any costs or expenses, you shall reimburse the firm upon our furnishing to you information as to the amount. It is anticipated that the remainder of the project to conduct the Wage Hour assessment of the County can be completed with a maximum cost to the County of \$6,100.00 since much of the work was conducted and paid under a previous contract at a cost of \$7,882.10. Should the cost for this current work appear to be heading toward a total in excess of the anticipated \$6,100.00, approval for such cost will be sought from the Board of Supervisors before such costs in excess of \$6,100.00 are incurred.

3. During the course of this matter, it may be necessary to hire others to assist in the preparation of your project. We may recommend certain parties, but the ultimate hiring will rest with you. The fees payable to any parties hired shall be paid directly by you.

4. Billings and accountings for our services and costs will be submitted by this firm monthly. Statements will include a description of services, the amount of time necessary to accomplish those services, and the cost. Statements shall be payable upon receipt unless otherwise agreed upon in writing. Payment is due upon invoicing. Any payments made beyond 30 days after invoicing will be assessed a late fee of 1.50% of the late amount. Any payments returned will be assessed a fee of \$50.00.

5. Because each matter is unique, we cannot predict the total amount of time and costs that may be incurred in your case. The amount of fees incurred is a function of the complexities of the case and ultimately the extent to which you wish to pursue issues involved in the project. Any estimate that we may give you as to the ultimate time and costs are merely approximations that may prove to be low or high, depending upon developments that may occur in your case.

6. We have the right to withdraw as consultants in the event that you:

- a. Do not pay our bills in a timely manner;
- b. Insist that we do something illegal;
- c. Do not cooperate with us; or
- d. Fail to inform us of, or misrepresent to us, any facts which are material.

7. In representing you in this matter, we do not warrant or predict results or final developments. Be assured that it is our desire to afford you conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable for you.

8. If you should have any questions concerning our representation of you or the contents of this letter agreement, please contact me before signing it. If you agree with the terms of this letter agreement, kindly sign where indicated below and return to us. Thank you for your attention, and we look forward to representing you and your interests.

With best regards,

Very truly yours,

**CRAFT ENTITIES, LLC**  
**D/B/A WAGE HOUR EXPERT, LLC**  
**A CONSULTING FIRM**

**/s/ Van E. Craft**

**Van E. Craft**  
**Owner/Consultant**

CONSENTED TO AND APPROVED:

By: \_\_\_\_\_  
**Signature of Client**

Date: \_\_\_\_\_