

AGREEMENT TO CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, the Planning & Zoning Department of Madison County, Mississippi, operating under the authority of the Madison County Board of Supervisors has a demonstrated need for more professional assistance in the nature of Inspectors to assist in the fulfillment of assuring compliance of the Zoning Regulations and building requirements of Madison County and to help reduce the backlog of pending applications; and

WHEREAS, the Director of Planning & Zoning Department has recommended to the Board of Supervisors a professional Inspector who has agreed to assume the duties of Madison County Zoning Inspector, under contract as a consultant, and not as a county employee; and

WHEREAS, inasmuch as said Agreement must be presented to the Madison County Board of Supervisors for its consideration and approval, placement within the Minutes as an official action of the Board of Supervisors, and signature by the President of the Board of Supervisors prior to any compensation or payments being placed upon the official claims docketed, the Agreement herein shall be governed by the following terms and conditions:

1. The Madison County Board of Supervisors agrees to retain Jeff Williamson to assist the Department of Planning & Zoning as a "Zoning Inspector";
2. The Director of the Planning and Zoning Department will supervise, oversee, govern and assign all duties and official "zoning inspector" activities of said Jeff Williamson, in consultation with the Administrator of Madison County;
3. It is understood and mutually agreed that this contract and association between Jeff Williamson and Madison County is in the nature of a professional services and/or consultant contract and not an offer of county "employment". It is understood that Madison County is not offering any health, retirement, medical, overtime, or any other ancillary benefits or compensation above the mutually agreed upon "Inspection Fee";
4. The Inspection Fee shall be on a "per inspection basis" and coordinated with and based upon the Madison County "Inspection Rate Schedule" as certified and approved by the Madison County Board of Supervisors;
5. Inspection duties include, but are not limited to inspection of electrical, plumbing, framing, erosion control, foundation, plans and maps, "rough-ins" and any other duties as given under clause #2 herein;
6. Tenure: This contract will terminate upon the end of the current term of the Board of Supervisors, namely December 31, 2023.
7. In case of termination prior to the natural ending term of this contract the respective parties shall each provide written 30 days notice of termination to the other party;
8. This Agreement to Contract for Professional Services shall constitute the entire agreement between the parties;


9. All conflicts between the parties shall be resolved amicably or, if not, within a Mississippi court of competent jurisdiction and resolved under Mississippi law;
10. It is understood that the Madison County Board of Supervisors is the governing authority of Madison County and that the Madison County Zoning Handbook is the codified Zoning Ordinance of Madison County and reflects the governing laws, regulations and guidance in all zoning matters, unless overturned, amended, or changed by approval of the Madison County Board of Supervisors.

WITNESS OUR SIGNATURES, this the _____ day of April, 2021 representing the approval of both parties to enter into this Agreement to Contract for Professional Services.

FOR MADISON COUNTY

By: _____
Karl Banks, President
Madison County Board of Supervisors

FOR CONSULTANT

By: 
Jeff Williamson

ATTEST:

SEAL

By: Ronny Lott
Chancery Clerk