

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the _____ day of _____, 2021, by and between **MADISON COUNTY, MISSISSIPPI**, hereinafter called the “**Local Government**”, and the **CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT** hereinafter called “**CMPDD**”, WITNESSETH THAT:

Whereas, the Local Government desires to engage the CMPDD to render certain technical and professional services, hereafter described. Now, therefore, the parties hereto do mutually agree as follow:

I. Employment of CMPDD

The Local Government hereby agrees to engage CMPDD; and CMPDD hereby agrees to provide the services hereinafter set forth.

II. Scope of Services

CMPDD hereby agrees to develop an updated Hazard Mitigation Plan for the Local Government. The plan shall be developed in compliance with Federal Regulations and guidance issued by the Federal Emergency Management Agency; furthermore, additional considerations and actions will be included related to public health outbreaks and pandemics. CMPDD shall appoint a project manager for this task that shall be responsible for managing the project to ensure project goals and objectives are completed within the timeframe specified in this document and within budget limits. The Local Government shall appoint a Committee to work with the CMPDD to gather data and carry out a comprehensive planning process.

III. Period of Performance

The services specified under paragraph II of this agreement shall begin upon execution of this contract by both parties.

IV. Compensation

Compensation to the CMPDD for responsibilities outlined in the “Scope of Services” shall be on a fixed fee basis. The Local Government agrees to pay a fixed fee of two-thousand five hundred dollars (\$2,500) to the CMPDD, and the CMPDD agrees to subsidize any additional cost associated with the inclusion of public health outbreaks and pandemics. The Local Government shall pay the CMPDD for these services within thirty (30) days of the Local Government receipt of an invoice.

V. Changes

This agreement may be altered from time to time with the written approval of both parties. Such changes shall be incorporated into written amendments to this contract.

VI. Termination of Contract

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by

giving thirty (30) days written notice to the other party of such termination. If this Contract is terminated by the CMPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the CMPDD that are directly attributable to the services covered by this Contract. If this Contract is terminated by the Local Government as provided herein, the CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government that are directly attributable to the services covered by this contract.

VII. Interest of Members of the Local Government

No officer, member, or employee of the Local Government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision that affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly involved.

VIII. Cooperation of the Local Government

The Local Government hereby agrees that its officials and employees will cooperate with CMPDD in the discharge of CMPDD’s responsibilities under this Contract and will be available for consultation at such times as may be mutually agreeable to all parties. The Local Government shall make available to CMPDD or its designated agents all data, reports, records, maps or other information as are existing, available, and necessary for carrying out this Contract.

IX. Products of this Contract

It is understood and acknowledged by the Local Government that CMPDD shall retain ownership of all work products it develops as necessary to produce the items which CMPDD is required to produce under this agreement. Such work products shall include, but shall not necessarily be limited to digital files, research materials, working papers, and other internal documents. The Local Government shall have full right and title to all products delivered to them under this agreement.

X. Execution

In witness whereof, CMPDD and the Local Government have executed this agreement as of this

the _____ day of _____, 2021.

Karl Banks, President
Madison County Board of Supervisors

Michael Monk, Chief Executive Officer
Central Mississippi
Planning & Development District

Shelton Vance, County Administrator
Madison County Board of Supervisors

Cathy Duke, Director of Finance
Central Mississippi
Planning & Development District

State of Mississippi
Madison County

Personally appeared before me, the undersigned in and for said county and state, the within named **Karl Banks and Shelton Vance**, who acknowledged to me that they are the **President of the Board of Supervisors and County Administrator** for Madison County, Mississippi, respectively, and that as such did sign, execute and deliver the foregoing instrument, having affixed the County seal thereto, for the purposes therein stated, in the name of, for and on behalf of said Madison County, Mississippi, he being first duly authorized to do so.

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public

My Commission Expires:

State of Mississippi
Hinds County

Personally appeared before me, the undersigned in and for said county and state, the within named **Michael Monk** and **Cathy Duke**, who acknowledged to me that they are the **Chief Executive Officer** and **Director of Finance** of **Central Mississippi Planning and Development District**, respectively, and that as such did sign, execute and deliver the foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized to do so.

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public

My Commission Expires:
