

Professional Services Agreement (Fiscal Program Management Oversight Consulting Services)

This consulting agreement (the “Agreement”) is made and entered on this day _____ (the “Effective Date”) by and between James & Associates, LLC (hereinafter referred to as the “Consultant”) and the Madison County Board of Supervisors (hereinafter referred to as the “Client”).

1. Services

The Consultant will provide services to enhance and support the Madison County Board of Supervisors’s fiscal/fraud oversight for various programs, roads and various infrastructure project operations which may include but are not limited to:

- Developed a pay request/AP process/system for projects/program involving roads and bridges from bond funds (i.e. documentation, procurement, contractors verification, invoice verification, banking verification)
- Developed a process/system for fiscal program/project management (i.e., procured goods and services, timekeeping, project milestones monitoring and percentage completion analysis)
- Assisted in preparation of project estimates and scopes of work
- Assisted County with financial reimbursement and reporting processes required by county
- Provided oversight of contractors billing to ensure all costs eligible for project funding are documented and claimed
- Performed interval review and reconciliation of actual project spending to ensure project costs are accurately captured
- Assisted County in the response to OIG or state auditor reviews
- Assisted County in the review of purchasing policies to ensure compliance with state purchasing manual and bond covenants.
- Developed processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state and bond covenants.
- Developed processes for applicant(s) to properly collect data and document information as necessary to optimize compliance
- Provided services related to post-disaster recovery continuity of operations, training,

The scope of services will be subject to change from time to time as agreed to between the Consultant and the Client. Within 15 days of commencement of field work, the Consultant will develop a schedule of specific work that will be performed along with a timeline.

The Consultant will also provide briefings, updates and other forms of communication to keep the Client informed regarding the progress of the work.

The Consultant will perform the services in a competent and professional manner. The Consultant will comply with applicable laws.

2. Compensation and Reimbursement

The Client agrees to pay the Consultant a blended rate of \$100 per hour in fees for services rendered from the Consultant’s main office and on-site at the Client’s facilities and will not exceed the allowable

contract amount unless client deems it necessary to increase our work load and time. The Consultant agrees to invoice the Client bi-weekly or monthly, payable in 30 days from the invoice date. The Consultant will request reimbursement for travel related expenses that are incurred with the performance of this agreement.

3. Term and Termination

This agreement will commence on the effective date set forth and continue until the services are completed. Either party may terminate this agreement at any time upon thirty (30) day notification. Upon termination, the Consultant shall be entitled to receive compensation for any work accrued, but not paid by the Client.

4. Confidential Information

Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include documents, communications, plans, processes, formulations, data, know-how, financial information, techniques, methods, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Consultant developed independent of any confidential information.

The Consultant will not divulge, disseminate, publish or otherwise disclose any information without the prior consent of the Client. The Consultant will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Consultant except to the extent that the Consultant requires this information to fulfill the obligations within this agreement.

If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Consultant will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

5. Indemnification

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Consultant against claims, liabilities, damages, losses or other obligations which may arise from this agreement.

6. Relationship of Parties

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

7. Role of the Consultant

The Consultant will not make management decisions on behalf of the Client. The role of the Consultant shall be advisory in nature with no perceived conflicts of interest prior to, during or after the engagement with the Client. This role will also extend to any third parties that the Consultant may use during the course of the engagement.

8. Quality Assurance and Control

In an effort to ensure that the Consultant provides high quality work, the Client will assign someone of sufficient knowledge and expertise to review and approve the work of the Consultant. In the event that the Consultant uses a third party, the Consultant is responsible for the quality of the work delivered by the third party.

9. Primary Points of Contact

For purposes of executing this agreement, the primary points of contact between the Consultant and the Client are:

Consultants

James & Associates, LLC
953 Hwy 51
Madison, MS 39110
Phone: 601-316-1444
Email: tyrone@governmentsrvs.com

Client

Madison County
125 West North Street
P.O. Box 608
Canton, MS 39046
Email: greg.higginbotham@madison-co.com

Any notices or other communications will be directed to these primary points of contact by appropriate means which may include email, phone, regular mail or expedited mail.

10. Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

11. Entire Agreement

This agreement represents the entire understanding of the parties superseding all prior agreements, understandings and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings or representations with respect to this agreement.

I represent that I have the authority to enter into this agreement:

Consultant

Client

T. James

Signature: _____

Title: **Partner**

Title: _____