

CONSULTING AGREEMENT ***between The Whitten Group, P.A.*** ***and Madison County, Mississippi***

I. Statement of Purpose

This Agreement, made as of the date of the signatures below, creates a binding contract for services between The Whitten Group, P.A., hereinafter referred to as Whitten and the Madison County, MS, hereinafter referred to as "***The County***". By virtue of this Agreement, the parties engage in a contract for consulting and other professional services relating to organizational design, performance, development, and measurement. The parties hereby attest that they are legally empowered to enter into this Agreement and that the signatures affixed to the bottom of this Agreement verify acceptance of the terms contained herein.

This document sets forth the duties and responsibilities of each party and controls any issued arising under this Agreement.

II. Consultant's Provision of Services

A. The Consultant's Duties and Coordination of Work

The Consultant maintains expertise in public sector professional consulting, organizational development, workforce planning, and training services and hereby contracts to provide the County with professional services including, but not limited to:

- Consultation on organizational and workforce issues;
- On boarding and development of Human resource staff;
- Coaching and training of staff as needed;
- Other related duties as assigned by the County Administrator

Due to the nature of the work to be performed, the Consultant shall be directed by the County Administrator.

The Consultant will begin performance of services as of the date of this agreement. The Agreement will expire on December 31, 2015, unless extended in writing by the parties.

III. Terms of Payment

A. Fees and Expenses

In exchange for performance of the duties set forth in Section II of this Agreement, the Consultant shall be compensated as follows:

Hours billed by professionals involved in the work shall not exceed \$160 per hour. Paraprofessional services shall be billed at a rate of \$90.00 per hour. Individuals involved in the work shall be approved by the County Administrator in advance of performing work.

In addition to the fee set forth above, the Consultant shall be reimbursed for expenses incurred in the provision of the services under this Agreement, specifically but not limited to mileage, lodging, meals, assessment and materials, and publication and duplication costs. These expenses shall be payable monthly.

Total consideration for fees and expenses, as set under this agreement, shall not exceed \$10,000.00.

B. Availability of Funds:

It is expressly understood that the fulfillment of the conditions of the contractual agreement by the County must be conditioned upon the receipt of funds, and any cessation or reduction in funds shall, at the option of the County Administrator, constitute grounds for the termination of this contractual agreement.

IV. Term/Termination

This Agreement shall begin on the date on which the parties sign the Agreement. It shall automatically terminate by its terms on December 31, 2015. Either party may terminate the agreement by providing the other with a written notice to terminate at least seven (7) days prior to the termination. The parties may mutually terminate the agreement by written acknowledgment at any time during the term of the Agreement.

All payments due at the time the Agreement is terminated shall be due and payable within ten (10) days after the termination of the Agreement.

V. Relationship of Parties

A. Independent Contractor Status

It is understood by the parties that the Consultant is an independent contractor and is not an employee of Madison County. The County, therefore, will not provide fringe benefits nor will it maintain any duties of an Employer with respect to the Consultant.

B. Duty of Confidentiality

The Parties recognize that in the course of this Agreement, sensitive and/or confidential information may be communicated to the Consultant or its employees or subcontractors. The Consultant agrees to maintain strict confidentiality of any such information received in the course of this relationship and agrees not to release any such information to any person or entity without prior approval of The County Administrator. Papers generated in the course of this agreement shall be deemed confidential personnel papers if and until released by Madison County.

VI. Amendment

This Agreement may be modified, amended, or extended, by written Agreement signed by both parties.

VII. Severability and Waiver

If any portion of this Agreement is subsequently deemed invalid or unenforceable for any reason, the remaining portions of the Agreement shall continue to be valid and enforceable.

The failure of either party to strictly enforce any term of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and require strict compliance with other portions of the Agreement.

VIII. Entire Agreement

The parties agree that this document represents the full Agreement of the parties and there are no other promises or conditions in any other Agreement, whether written or oral.

IX. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

***Madison County Administrator
P O Box 608
Canton, MS 39046***

***The Whitten Group, P.A.
607 Highland Col. Pkwy
Suite 100
Ridgeland, MS 39157***

These addresses may be changed from time to time by either party by providing written notice of change to the other in the manner set forth above.

X. Acknowledgment and Acceptance of Terms

The parties hereby acknowledge and accept the terms of this Agreement as evidenced by the signatures of authorized persons set forth below.

Madison, County, Mississippi

***By: _____
Karl Banks
President of the Board of Supervisors***

Date: _____

The Whitten Group, P.A.

***By: _____
Amy D. Whitten, J.D., Principal***

Date: _____