

Tamerica Management Company  
347 Girod St.  
Mandeville, LA 70448

CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made as of December 20, 2012, by the MADISON COUNTY BOARD OF SUPERVISORS (client), the MADISON COUNTY FOUNDATION (Client), MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY (Client) and TAIMERICA MANAGEMENT COMPANY (Contractor).

1. SCOPE OF SERVICES

1.1 The Contractor will perform tasks & services outlined below:

**Project Tasks and Subtasks**

- Develop major and minor scorecard measures with assistance of subcommittees and goal champions
  - Develop draft measures and meet with subcommittees for discussion and adoption of measures
  - Prepare report of adopted measures for action by Transformation team
  - Collect quarterly updates on adopted measures and forward to web site consultants
- Assist IT consultants in developing and maintaining project website
  - Develop parameters for website look and organization
  - Monitor prototype and revisions
  - Monitor website updates
- Assist subcommittees in scheduling routine meetings and in collecting agenda items for same
  - Develop agendas for first 2 meetings of each subcommittee
  - Attend first 2 set of subcommittee meetings
  - Work with Madison staff to record minutes of actions and prepare reports
- Organize a quarterly meeting of Supervisors and Mayors of Madison cities. Meeting agenda to include items requiring coordination between units of government.
- Assist Madison County institutions in developing a process for maintaining subcommittee lists, meeting schedules and venues, meeting notices and for recording and posting of subcommittee minutes
  - Identify local entity that will maintain lists, schedule venues, send out meeting notices
  - Meet with entity to develop monthly routine for communications and reporting
- Assist in development of process for forwarding subcommittee reports to Transformation Team
  - Develop template for monthly or bimonthly subcommittee reports to Transformation Team
- Develop process for monitoring and updating scorecard measures
  - Identify data sources and frequency and timing of updates
- Develop process for monitoring milestones and for alerts to Transformation Team of delays and missed action deadlines
  - Monthly monitoring of performance measures for first 6 months of process
- Format for periodic reports to funders with monthly invoicing and billing
- Best Practices and benchmarking research as needed to refine the process

2. COMPENSATION

2.1 Clients will pay the Contractor on a time and expenses basis for work performed under this Agreement as specified in Exhibit A, attached, which shall be the sum of \$30,000.00 plus reasonable expenses, billed at cost.

2.2 Terms of payment shall consist of a series of six payments. The date of payment and party paying each of the six payments is shown in the table below:

<u>Payment #</u>	<u>Payor</u>	<u>Date</u>	<u>Amount</u>
Payment #1	Madison County EDA	Feb 1, 2013	\$5,000
Payment #2	Madison County EDA	April 1, 2013	\$5,000
Payment #3	Madison County Foundation	June 1, 2013	\$5,000
Payment #4	Madison County Foundation	Aug. 1, 2013	\$5,000
Payment #5	Board of Supervisors	Oct. 1, 2013	\$5,000
Payment #6	Board of Supervisors	Dec. 31, 2013	\$5,000

Reasonable expenses shall also be reimbursed to the Contractor at cost for travel, lodging, data purchase and printing. Contractor shall provide the Clients periodic invoices with sufficient detail and accompanying receipts and/or other appropriate documentation. Expenses will be added to the monthly invoices.

2.3 Invoices shall be paid in full by Clients within 30 days of invoice issue date.

2.4 Contractor, as an independent contractor, will be solely responsible for payment of income, self-employment, social security and other taxes applicable to the compensation received under this Agreement. Clients will not deduct such taxes from any payments to Contractor.

3. TERM OF SERVICES

3.1 The term of this Agreement shall commence on January 1, 2013 and end on December 31, 2013.

3.2 Prior to the end of the contract period, the Clients and Contractor may renegotiate and extend this Agreement by Amendment.

3.3 Upon thirty (30) days written notice either party may terminate this Agreement. In the event of termination before expiration of the term, Contractor will be paid for all work performed to that date based on Section 2. COMPENSATION, above.

4. CAPACITY AND RESPONSIBILITIES

4.1 Contractor will perform and provide the Scope of Work as an independent contractor of Clients and shall have sole control over the manner and means of performance. Contractor shall not be the agent, partner, or employee of Clients.

4.2 Contractor represents and warrants to Clients that entering into this Agreement and performing the Scope of Work shall not constitute a breach of any other agreement to which Contractor is a party.

4.3 Clients shall provide Contractor with any reasonably necessary materials and information for use while Contractor is performing services under this Agreement

4.4 Contractor may contract independently and enter into employment relationships with third parties for separate and additional compensation, so long as such activities do not interfere with Contractor's performance of duties under this Agreement. Contractor shall be solely responsible for any costs related to any independent or third party compensation.

4.5 The Contractor agrees that they may gain confidential and proprietary information as a result of performance under this contract and agrees to hold this information confidential and shall obtain the express written consent from the Clients prior to any uses of information acquired under this agreement.

5. ENTIRE AGREEMENT

This Agreement is the final expression of the entire agreement between the parties and supersedes all prior agreements and understandings.

6. MODIFICATION

This Agreement may not be amended or supplemented except by a written agreement signed by Contractor and the Clients.

7. NON-WAIVER

The delay or failure of a party to exercise or enforce any of rights under this Agreement shall not be deemed to be a waiver of such rights

By: MADISON COUNTY BOARD OF SUPERVISORS (CLIENT)

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John Bell Crosby, President  
Madison County Board of Supervisors

\_\_\_\_\_  
Date

By: MADISON COUNTY FOUNDATION (CLIENT)

\_\_\_\_\_  
Mark Bounds, President  
Madison County Foundation

\_\_\_\_\_  
Date

By: MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY (CLIENT)

\_\_\_\_\_  
Tim Coursey, Executive Director  
Madison County Economic Development Authority

\_\_\_\_\_  
Date

By: TAIMERICA (CONTRACTOR)

\_\_\_\_\_  
Ed Bee, President  
Tamerica Management Company

\_\_\_\_\_  
Date