

MASTER SERVICES AGREEMENT

December 19, 2016

Madison County Board of Supervisors
Attn: Trey Baxter, County Administrator
125 West North Street
Canton, MS 39046

BKD, LLP (BKD) is pleased to confirm its working arrangement with Madison County, MS (the County) for forensic accounting and consulting related services.

I. MASTER SERVICES AGREEMENT

This Master Services Agreement (the Agreement) is designed to provide a framework for the working relationship between BKD and the County. Specifics regarding the scope and pricing of BKD's services will be provided in agreed-upon work orders (Work Orders). Each Work Order and the services to be provided hereunder are referred to as "the Work." Services that the County may request will be defined in detail in a Work Order. Upon execution, the Work Order A-1 shall serve as the first Work Order entered into pursuant to this Agreement, and each additional Work Order entered into pursuant to this Agreement will be indexed as A-2, A-3, etc., and will be considered addenda to this Agreement. All Work Orders are subject to the terms of this Agreement unless otherwise specified in a given Work Order.

The County agrees to provide written approval of Work Order(s) and workplan(s) prior to BKD proceeding to deliver the Work. Delays in approval could result in delays in the provision of services provided in connection with the Work and, in turn, project delays. BKD shall not be authorized to perform any services for the County unless, and until, a written Work Order has been agreed on and signed by both parties. The County authorizes Mr. Trey Baxter, County Administrator to approve/sign Work Orders.

II. PROJECT MANAGEMENT METHODOLOGY

The County and BKD will each designate a project manager, project executive or executive sponsor (the designated representative) to be the primary liaison with the other party in

connection with the Work. Communications between the County and BKD related to the Work performed under any Work Order will be considered complete if relayed through the respective party's designated representative. Any party may change its designated representative at any time by providing the other party with at least five days' prior written notice.

III. PROFESSIONAL FEES AND OTHER CHARGES

1. Fees for BKD services are based primarily on the complexity of the Work undertaken and the amount of time required to perform it. Based on BKD's understanding of the County's needs and its past experience, BKD will estimate the time and level of expertise required for each Work Order in order to arrive at fee estimates. Professional fees are estimated for the County's convenience; however, actual fees will be billed on an hourly basis, based on the time incurred by the BKD personnel assigned to each Work Order and expertise required. All fees will be quoted and billed in U.S. dollars. Fees for work performed from the date of this Agreement through October 31, 2017, will be at the following hourly rates:

Director	\$310 to \$330*
Senior Manager, Manager	\$215 to \$235
Associate, Senior Associate, Senior Associate II	\$150 to \$200

*Projects under this Agreement may require the review of a Forensics & Valuation Services Managing Director. The hourly rate for those review hours will be \$385.

2. Fee estimates contained in Work Order(s) are based upon anticipated cooperation from the County's personnel, including the County's fulfillment of the responsibilities outlined in the section of this Agreement entitled "County's Responsibilities."
3. Efforts required to complete certain elements of the Work can vary widely due to the nature of the task, the skill level required and the availability of the County's resources. BKD's involvement will be limited to the time defined in a Work Order. If, during the course of the Work, additional time is required by BKD to complete the Work due to changes in or addition to the scope of the Work, BKD will notify the County and issue an additional Work Order to cover the additional time. The County agrees to review and approve such additional Work Orders if the County desires BKD to provide the additional service. Delays in the County's approval may result in significant project delays.

4. BKD will not charge for regular commute time up to 1/2 hour each way, per day, outside of the hours 8:00 a.m. and 5:00 p.m. (regular working hours). Travel time within regular working hours and/or travel time beyond the one-hour commute time outside regular working hours will be charged in addition to professional fees. Such travel time will be billed at 50% of BKD's normal hourly rate.
5. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.
6. All fee estimates will expire 30 days from the date of the Work Order. If the Work Order is not executed by the parties within 30 days, contact Ms. Shauna Woody-Coussens to verify fee estimates, which may be subject to change.
7. Our pricing for this Work Order and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of the Work Order, and payment of our invoices is due within 15 days. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.
8. The County will notify BKD of any possible billing discrepancies or disputes regarding the Work within 15 days of receipt of the invoice. Notifications should be made to Ms. Shauna Woody-Coussens at 816.701.0250 or swoodycoussens@bkd.com
9. If invoices for any Work Order are not paid when due, BKD may suspend or terminate the Work. In that event, the County agrees BKD will not be responsible for any consequences to the County resulting from such suspension or termination.
10. BKD's engagement fee will not include any time for post-Work Order consultation with the County's personnel or third parties. Charges for such services will be billed separately.

IV. COUNTY RESPONSIBILITIES

1. To facilitate the Work, the County agrees to be responsible for supplying BKD with all necessary information and for providing access to information, personnel, systems and facilities. The County acknowledges that the County's lack of timely access to the County's information, personnel, systems or facilities may impair BKD's ability to

perform the Work outlined in the Work Order, which in turn may result in higher final fees.

2. The County agrees to be responsible for assigning risk rating contained in any risk assessments used in the performance of the Work and ensuring all relevant risk factors are addressed.
3. The County agrees to assume full responsibility for the outcome of the Work performed, including any findings that may result. The County also acknowledges that the Work as described in the executed Work Orders is adequate for its purposes and agrees to establish and monitor the performance of the Work to ensure it meets management's objectives. All decisions involving management functions related to the Work will be made by the County, and the County accepts full responsibility for such decisions.
4. Upon completion of the Work related to a Work Order, BKD may submit to the County a letter documenting the completion of BKD's Work pursuant to the Work Order. The County agrees to notify BKD in writing if it believes the Work requirements have not been met as outlined in the Work Order.

V. OTHER ENGAGEMENT MATTERS

1. The County acknowledges that (i) because of the limits in any internal control structure, errors, fraud, illegal acts or instances of noncompliance may occur and not be detected, (ii) procedures could become inadequate in the future because of changes in conditions or deterioration in design or operation and (iii) two or more people may also circumvent controls, or management may override a system. The Work performed by BKD is not designed to prevent or discover all errors, misrepresentations, fraud or illegal acts, and the County agrees that BKD has no such responsibility.
2. The Work will include procedures performed on a test basis and cannot be relied upon to detect all errors or violations of law, regulations or company policy. The County's management is responsible for notifying BKD of changes in policies and procedures that may affect or necessitate a re-evaluation of compliance. In addition, the County is responsible for advising BKD of any adverse communications with its regulators or other third parties, including its legal counsel, which may affect compliance with policies, procedures, laws or regulations.

3. The Work will not include BKD's opinion with respect to the effectiveness of the County's internal controls or the degree of compliance with the County's policies and procedures or applicable laws and/or regulations.
4. BKD will use and rely on information furnished by the County's employees and representatives and on information available from generally recognized public sources. BKD will use its best efforts to verify that such information from public sources is accurate and reliable.
5. BKD will not perform any County obligations, including accounting functions.
6. Communications from BKD, including reports, are solely for the use of the County, external auditors and regulators. Such communications are not intended to be, and should not be, used by anyone else. BKD will not update any communications or disclose any event or circumstance after the date of communication.
7. The employees of BKD are not the County's employees, and decisions regarding the management of the County's business remain the responsibility of County personnel at all times. The relationship of BKD to the County is that of independent contractor, and the parties shall not be deemed to be entering into a partnership or joint venture by virtue of this Agreement.
8. The County agrees that it will not directly or indirectly solicit or hire any employee of BKD. However, should the County find it necessary to make an offer of employment and it is accepted, while the Work is being performed on an open Work Order and for a period of 18 months following the completion of any Work Order, a one-time employment fee equal to 100% of the employee's highest annual salary will be paid. This fee will be payable prior to the associate commencing new employment.
9. We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.
10. We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and

- accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.
11. All BKD workpapers and documentation retained in any form of media for any Work performed by BKD are the property of BKD. Copies of workpapers and documentation will be made available subject to BKD's workpaper retention policies. BKD can be compelled to provide information under legal process. In addition, BKD may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. The County agrees BKD has no legal responsibility to the County in the event we provide such documents or information.
 12. Correspondence in connection with any Work performed by BKD is intended for use internally within the County and should not be referred to, distributed or used by any other party for any other purpose.
 13. Any time the County intends to reference our firm name in any manner in any published materials, including on an electronic site, the County agrees to provide BKD with draft materials for our review and approval before publishing or posting such information.
 14. The County agrees to indemnify and hold BKD and its personnel harmless from any third-party claims, liabilities, costs and expenses relating to the Work performed under this Agreement, except to the extent resulting from the intentional or deliberate misconduct of BKD personnel.
 15. The County agrees that BKD's responsibility is only to the County. Any liability of BKD and its personnel to the County is limited to the amount of the fee paid by the County for services under the related Work Order as liquidated damages. In no event will BKD be liable for consequential, indirect or incidental damages (including, but not limited to, damages for lost profits, business interruption, lost information, etc.) relating to any Work performed in connection with this Agreement.
 16. Both parties agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each party agrees to be bound. Each party will share any costs of mediation proceedings equally, except to the extent that a party hires counsel to advise it during the mediation, in which case each party shall pay its own attorneys' fees.

17. This Agreement represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding the Work performed by BKD. It shall be binding on heirs, successors and assigns of the County and BKD.
18. If any provision of this Agreement or a related Work Order is declared invalid or unenforceable, no other provision of this Agreement shall be affected, and all other provisions shall remain in full force and effect.
19. This Agreement will remain in force for a term of one year from the date of the Agreement. Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

We are an independent accounting firm allowed to use the name "Praxity, AISBL" in relation to our practice. We are not connected by ownership with any other firm using the name "Praxity™," and we will be solely responsible for all work carried out by us on your behalf. In deciding to engage us, you acknowledge that we have not represented to you that any other firm using the name "Praxity" will in any way be responsible for the work that we do.

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The services and arrangements described in this Agreement are in accordance with our understanding and are acceptable to us.

MADISON COUNTY BOARD OF SUPERVISORS

Signature _____

Print Name Trey Baxter

Title County Administrator

Date _____