



Professional Services Agreement General Terms and Conditions

This Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and **Lowndes County Board of Commissioners** ("Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for one (1) year from the effective date with four (4) options to renew for additional one-year terms per O.C.G.A 36-60-13 for multi-year purchases. Per O.C.G.A 36-60-13, the Agreement terminates at the end of the calendar year in which the Agreement is made as well as at the end of any calendar year for which the Agreement is renewed. The Client must issue written notification to Consultant thirty (30) calendar days prior to December 31 to confirm termination. In absence of this written notice of termination, the Agreement will automatically continue. Either party to this Agreement may waive their option to renew this Agreement by providing written notice to the other party sixty (60) calendar days prior to the Agreement renewal date. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A, Request for Proposals and Exhibit B, Consultant Proposal Response to Client Request for Proposal** attached hereto. This Agreement is on an "as needed" basis and no Work shall result from this Agreement without a Notice to Proceed from the Client to the Consultant.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort and schedule required to complete any services directed by the Client will be determined following a Notice to Proceed. Consultant shall promptly notify Client if the Work following

a Notice to Proceed affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in **Exhibit B**. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices in an amount equal to actual hours of services furnished multiplied by the billing rates set forth in **Exhibit B**. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$100,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$500,000 combined single limit
Professional Liability:	\$500,000 per claim and in the aggregate

9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work