

Advisory Service Agreement

This agreement is made as of ____/____/____ between Woodrell Advisory & Consulting Services, Limited Liability Company (WACS) with a principal place of business at 20965 E. Hwy M, Stockton, MO 65785 and the Board of Supervisors (BOS) of Oktibbeha County, Starkville, MS.

1. Scope of Agreement. This Advisory Service Agreement (the “Agreement”) sets forth the terms and conditions applicable to the performance of specific professional services by WACS for BOS in the capacity of an independent contractor.
2. Services. From time to time, during the term of this Agreement WACS agrees to provide specialized services for the BOS that has retained WACS to engage in Advisory services to fulfill specific business needs.
3. Statement of Work. WACS shall provide advisory services to the BOS in the BOS’ consideration of a sale of Oktibbeha County Hospital (OCH), the selection of transaction legal counsel (in conjunction with BOS general counsel), management of the sales/auction process, and transition of OCH operations to buyer, if any. WACS does not guarantee or warrant a sale will be achieved. BOS and WACS acknowledge that WACS is strictly an advisor with no contracting or decision making authority or liability.
4. Term of Agreement: Termination. This agreement commences on the date set forth above and will terminate as of 6 months from date of signature or on such extended date as agreed to, in writing by the BOS and WACS. Notwithstanding the previous sentence, the Agreement may be terminated by BOS with or without cause, immediately upon written notice to WACS. The Agreement may be terminated by WACS with no less than thirty (30) days written notice to BOS. Immediately following termination, WACS shall deliver to BOS all work in process, and BOS shall pay to WACS all fees owed per contract.
5. Compensation. BOS shall pay an hourly rate of Two Hundred fifty dollars (\$250) per hour for consultation time, One Hundred twenty-five dollars (\$125) per hour for travel time and all reasonable travel expenses for services provided until a referendum is held on the sale or lease of the County’s hospital. If a decision is made to pursue an RFP for a sale or lease the BOS shall pay WACS Ninety Thousand dollars (\$90,000 and no/100) for advisory services defined in Statement of Work. This fee shall be paid monthly at a rate of Fifteen Thousand dollars (\$15,000).

Additionally, BOS authorizes and requires payment of a success fee to WACS at closing of sale or lease, if any, by buyer/lease. The success fee payment shall be an obligation of the buyer/lease.

6. Indemnification. BOS agrees to indemnify and hold WACS and its respective officers, directors, agents and employees harmless from all damages, demands, expenses, claims, liability, injuries, suits and proceedings against any or all of them, including attorney’s fees, that they may incur.
7. Expenses. All WACS travel and miscellaneous expenses are included in its fees.

8. Tax Obligations. The WACS is an independent contractor and not an employee of BOS; therefore, no taxes will be withheld from compensation due to the WACS by BOS. The WACS is responsible for all income and employment tax liabilities, as well as any penalties, interest or other assessments made by any taxing authority.
9. Conflict of Interest. The WACS represents that it may enter into this Agreement without violating any other contract or employment or Advisory agreement.
10. Confidentiality. WACS agrees that all information relating to the business operations of BOS and OCH will be held in strict confidence, and not disclosed without prior written consent of BOS or as required by law.
WACS understands that OCH may create, receive or have access to Protected Health Information (PHI) which information is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), 45C.F.R. Parts 160 and 164. WACS agrees to abide by the same obligations, activities and permitted uses and disclosures of PHI imposed by law.
11. Limitation of Liability. IN NO EVENT SHALL WACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (WETHER SUFFERED OR INCURRED, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, IN NO EVENT SHALL WACS BE LIABLE TO BOS FOR DIRECT DAMAGES WHICH ARE THE SUBJECT OF THE CLAIM.
12. Applicable Law. This Agreement will be governed by, subject to, and construed according to the laws of the state of Mississippi.
13. General Terms and Conditions.
 - a. Delays. Neither party shall be responsible for any delay or damage caused by events beyond its control, including, but not limited to, down time or defects in computer systems or software, acts of God, strikes, war, power outages, power surges, vandalism, negligent or intentional acts or omissions of others and/or manufacturer recall.
 - b. Notices. All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid and addressed to the parties at the addresses set forth above or at such other addresses as the parties may designate in writing.
 - c. Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the parties.
 - d. Assignment. Neither party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
 - e. Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

- f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and authorized assigns.
- g. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- h. Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.
- i. Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.
- j. Compliance With Laws. In connection with the performance of services, the parties shall fully comply with all applicable laws, rules and regulations of all authorities, including, without limitation, immigration, occupational safety, civil rights and insurance laws.
- k. Survival of Certain Obligations. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding warranty, indemnification and limitations of liability and success fee payment, shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
- l. Product of Arms-Length Negotiation. This Agreement is the product of arms-length negotiation. In that regard, both parties shall be construed as joint drafters of this Agreement.
- m. Entire Agreement. This Agreement constitutes the entire agreement between BOS and WACS with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written between the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

Orlando Trainer
Board of Supervisors
Oktober County

Frederick D. Woodrell
Woodrell Advisory & Consulting
Services LLC