

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “**Agreement**”) is effective as of the 7<sup>th</sup> day of August, 2018 (the “**Effective Date**”) by and between **GORDON COUNTY, GEORGIA** (“**County**”), a political subdivision duly created and existing under the laws of the State of Georgia, and **TAYLOR ENGLISH DECISIONS, LLC**, a Georgia limited liability company (“**Consultant**”). (The County and Consultant are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”)

### BACKGROUND

**WHEREAS**, County desires to engage Consultant to provide certain professional counsel and advice, and representation for development of a comprehensive economic development plan; and

**WHEREAS**, County and Consultant desire to set forth the terms and conditions pursuant to which Consultant shall provide services to County, and the compensation related thereto;

**NOW THEREFORE**, in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **SERVICES.** Upon the terms and conditions set forth in this Agreement, the County engages the Consultant to provide, and the Consultant agrees to provide, services to the County as described in the Statement of Work, attached hereto as **EXHIBIT A** and any other Statements of Work agreed upon by the Parties (collectively, the “**Statement of Work**”), and such other services as are requested by the County from time to time (collectively, the “**Services**”).

2. **TERM.** This Agreement shall commence on the Effective Date and continue for a period of two (2) months thereafter (“**Initial Term**”). If Consultant successfully completes the services of Phase 1 (as described in **EXHIBIT A**), then the Initial Term shall be extended for an additional twelve (12) months (“**Initial Extension**”). At the end of the Initial Term, Initial Extension or any voluntary renewal term, this Agreement may be extended by Client for successive but separate one (1) year periods upon delivery of written notice of such extension to Consultant. The Initial Term, Initial Extension and each and every renewal term thereafter shall be collectively referred to as the “**Term**”. Either Party may terminate this Agreement for convenience at any time by providing sixty (60) days written notice of cancellation prior to the termination date. Consultant will be reimbursed for Service(s) rendered prior to the stated date of termination. Either party may cancel for cause by providing written notice and an opportunity to cure at least seven (7) days prior to cancellation date.

3. **COMPENSATION.**

3.1. **CONSULTING FEES.** County shall pay Consultant a consulting fee for the Services as set forth on **EXHIBIT B** (the “**Fee**”).

3.2. **PAYMENT.** County will pay Consultant in accordance with the terms of **EXHIBIT B**.

3.3. **TAXES.** No income tax or payroll tax of any kind shall be withheld or paid by County on behalf of Consultant for any payment under this Agreement, except as may be

required by law for payments to Consultant. **Consultant shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, including without limitation, federal, state, and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.** Consultant acknowledges that it is solely responsible for the payment of such taxes, and Consultant agrees to indemnify and hold County harmless from and against any and all liability resulting from Consultant's failure to pay such taxes.

3.4. **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for the Services and include necessary and reasonable expenses incurred by the Consultant directly related to the Services. Consultant shall obtain prior written consent from County before incurring any Reimbursable Expense in excess of \$100.

4. **REPRESENTATIONS OF THE COUNTY.** The County makes the following representations as the basis for the undertakings on its part herein contained:

4.1. There exists a need in the County, in the interest of the health and general welfare, for comprehensive economic development plan as herein contemplated and this Agreement is a desirable method to meet such need.

4.2. The County is authorized by Article IX, Section I, Paragraph I of the Constitution of the State of Georgia of 1983 to contract with the Consultant for the Services but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. The County is authorized by Section 36-70-3 of the Official Code of Georgia Annotated, to take all action necessary or desirable to further the policy of the State of Georgia for comprehensive planning.

4.3. The County has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution and delivery of this Agreement.

4.4. The County hereby warrants that it is not subject to any charter or contractual or other limitation or provision of any nature whatsoever that in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Consultant is entering into this Agreement as, and will continue to be, an independent contractor of the County and is not and shall not make any claim that it is an employee, agent, servant, partner, joint venturer, or representative of the County. The Consultant shall have no authority to transact business, enter into agreements or otherwise make commitments on behalf of the County, unless expressly authorized to do so in writing by the County.

6. **MISCELLANEOUS PROVISIONS.**

6.1. **ASSIGNMENT.** This Agreement is personal in nature and shall in no way be subject to assignment by the Consultant, except upon the written consent of the County. This Agreement and the rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by Parties and their lawful successors, representatives and permitted assigns.

6.2. **CHOICE OF LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

6.3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties in relation to the subject matter hereof and there are no promises, representations, conditions, provisions or terms related thereto other than those set forth in this Agreement.

6.4. **WAIVER; AMENDMENT.** No waiver in any instance by any party of any provision of this Agreement shall be deemed a waiver of such provision in any other instance or a waiver of any other provision hereunder in any instance. This Agreement shall not be modified except in writing signed by the Party to be charged.

6.5. **NO THIRD PARTY BENEFICIARY RIGHT.** This Agreement and its terms and provisions shall not confer any rights or remedies upon any person, other than the Parties and their respective successors and permitted agents.

6.6. **EXHIBITS.** All the exhibits attached hereto are made a part of this Agreement and the terms thereof are incorporated into this Agreement by reference.

6.7. **RULES OF CONSTRUCTION.** The parties acknowledge that each party and its counsel have had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

6.8. **NOTICES.** Any notice or communication under this Agreement will be in writing and sent by personal delivery, overnight delivery, registered or certified mail, or by electronic mail transmission (with the hard copy thereof sent by one of the other methods of delivery authorized by this subparagraph) addressed to the Parties as set forth in the signature block below, or at such other address, or agent as may hereafter be designated in writing by such other Party. All such notices will be deemed given on the date personally delivered or mailed.

6.9. **SEVERABILITY.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Further, if any provision of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between such provision and any applicable law or public policy, such provision or portion thereof shall be modified or deleted in such a manner as to make this Agreement legal and enforceable to the fullest extent permitted under applicable law.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

**COUNTY:**

**GORDON COUNTY**

By: \_\_\_\_\_

Name: Becky Hood

Title: Chairperson, Gordon County Commissioners

Address: 201 North Wall Street  
Calhoun, GA 30701

Facsimile: (706) 629-9516

Email: [bhood@gordoncounty.org](mailto:bhood@gordoncounty.org)

**CONSULTANT:**

**TAYLOR ENGLISH DECISIONS, LLC**

By: \_\_\_\_\_

Name: Earl Ehrhart

Its: Chief Executive Officer

Address: 1600 Parkwood Circle, Suite 200  
Atlanta, Georgia 30339

Facsimile: (770) 434-7376

Email: [eehrhart@tedecisions.com](mailto:eehrhart@tedecisions.com)

## EXHIBIT A

### STATEMENT OF WORK

Consultant shall act as an authorized, non-exclusive independent contractor to provide the following Services for Phase 1 (the “Phase 1 Basic Services”):

- Communications documents for announcing the project to the public and coordinating with local media and others as required
- Facilitated Project Planning Session with those identified by the customer to serve on an Economic Development Task force.
- Ten intense, professional interviews as defined by the customer, or more, if required
- Preliminary Report of early findings presented to the customer and others as defined by the customer
- Action Plan presented to the customer to outline next steps and project refinement based on preliminary findings
- Design and deliver an Economic Development Planning Retreat with a broad group of stakeholders as defined by the customer – outcome: a vision for Economic Development and early action steps
- Present final report to the Board of Commissioner to include:
  - Recommendations for achieving a shared vision for economic development within Gordon County
  - Implementation Architecture – how to ensure the recommendations can and will be implemented

Upon adoption by the County of the Economic Development Plan presented at the conclusion of Phase 1, Consultant shall act as an authorized, non-exclusive independent contractor to provide the following Services for Phase 2 (the “Phase 2 Basic Services”):

- Implementation of the Economic Development Plan in accordance with the specified Implementation Architecture

Any Services required but not listed above as a Phase 1 or Phase 2 Basic Service shall be considered an additional service (“Additional Service”). Consultant shall notify County of any recommended Additional Services during the Term and/or shall notify County if any Service requested by County constitutes an Additional Service. Consultant shall obtain written permission from County prior to providing any Additional Service if such Additional Services will require a Fee in excess of the fees set forth in **EXHIBIT B**.

**NOTE: ALL LEGAL SERVICES TO BE PROVIDED BY TAYLOR ENGLISH DUMA LLP OR OTHER LAW FIRMS. DECISIONS DOES NOT PROVIDE LEGAL SERVICES OF ANY KIND.**

**EXHIBIT B  
COMPENSATION**

Consultant shall be paid as follows:

**PHASE 1 INITIAL RETAINER: \$15,000**

Our engagement shall commence upon receipt of the Initial Retainer and your written assent to the terms of this engagement agreement.

**PHASE 2 MONTHLY RETAINER: \$5,000 per month for twelve (12) months**

**To:** Becky Hood, Chairman, Gordon County Board of Commissioners  
James F. Ledbetter, Gordon County Board of Commissioners

**From:** David Connell, Taylor English Decisions, LLC

**Date:** July 10, 2018

**RE:** Proposal for Economic Development Project, Phase 1

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Taylor English Decisions proposes to provide Gordon County, Georgia (“Gordon”) professional counsel and advice, and representation in developing a comprehensive economic development plan for Gordon as described below. David Connell will act as the Project Lead for the team consisting of Trey Paris and Tal Wright (bios for all team members are attached).

I. Deliverables

- 1) Communications documents for announcing the project to the public and coordinating with local media and others as required
- 2) Facilitated Project Planning Session with those identified by the customer to serve on an Economic Development Task force.
- 3) Ten intense, professional interviews as defined by the customer, or more, if required
- 4) Preliminary Report of early findings presented to the customer and others as defined by the customer
- 5) Action Plan presented to the customer to outline next steps and project refinement based on preliminary findings
- 6) Design and deliver an Economic Development Planning Retreat with a broad group of stakeholders as defined by the customer – outcome: a vision for Economic Development and early action steps
- 7) Present final report to the Board of Commissioner
  - a.Recommendations for achieving a shared vision for economic development within Gordon County
  - b.Implementation Architecture – how to ensure the recommendations can and will be implemented

II. Project Team

- 1) t/e Decisions Team:
  - a.Earl Ehrhart, Project Owner
  - b.David Connell, Project Lead
  - c.Trey Paris, data gathering, data analysis and strategy formation
  - d.Tal Wright, communications
- 2) Gordon County Team:
  - a.Becky Hood, Chairman, Gordon Board of Commissioners: single point of contact

b.TBD: Internal Project Coordinator

III. Fee

- 1) Phase 1 Initial Retainer – \$15,000
- 2) Phase 2 (Implementation) – \$5,000/month
- 3) Expenses only as approved before incurring
- 4) Fee for Additional Services to be negotiated

IV. Term

- 1) Phase 1 – Two (2) months
- 2) Phase 2 – Twelve (12) months