

STATE CONSULTING AGREEMENT

This State Consulting Agreement (“Contract”) is by and between **CITY OF AVONDALE ESTATES**, (“Client”), and **TAYLOR ENGLISH DECISIONS LLC**, 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 (“Consultant”). In consideration of the covenants set forth below, the Parties mutually agree as follows:

1. **SCOPE.** Client retains Consultant to provide professional counsel and advice and to provide representation on legislative and administrative agency issues to Client and any of its businesses, affiliates, subsidiaries and/or associated companies. Such services shall be provided in the State of Georgia, as needed. The scope of work is more fully described in **EXHIBIT A**, attached hereto. In the event Client desires to utilize Consultant for additional or other services, including similar services relating to the United States government, the parties shall complete and execute a Work Order in the form attached hereto as **EXHIBIT B**. Patrick Bryant (“Client Point of Contact”) shall be Consultant’s main point of contacts with respect to the Consultant’s work on behalf of Client. Consultant shall: (1) regularly communicate and coordinate with the Client Point of Contact about Consultant’s activities under this Contract; (2) notify the Client Point of Contact of any meetings with or contacts to officials, employees, agents or representatives of any State executive or legislative entity or agency or any other State or local governmental entity (“Public Officials”) related to Client; and (3) inform the Client Point of Contact of the Public Officials who will be in attendance at such meetings or who will be contacted and the topics to be discussed.

2. **COMPENSATION, THIRD PARTY CONSULTANTS AND REIMBURSABLE EXPENSES.**

(a) **COMPENSATION.** Client agrees to compensate Consultant **\$5,000.00** per month during the Term of this Contract (the “Monthly Retainer”) for the scope of work described in Paragraph 1 and **EXHIBIT A**.

(b) **THIRD PARTY CONSULTANTS.** The Monthly Retainer does not include fees or retainers for services by individuals or companies other than Consultant necessary for implementation of Client’s objectives (“Third Party Consultants”). Consultant has teaming relationships with several Third Party Consultants who, upon the advice and consent of Client, may be retained to provide necessary services in specific states. No Third Party Consultant will be retained until a Work Order is mutually agreed upon and executed by Consultant and Client.

(c) **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to the Monthly Retainer and include necessary and reasonable expenses incurred by Consultant directly related to the work provided. Notwithstanding anything to the contrary herein, no expense in excess of \$500 shall be allowed as a Reimbursable Expense without the prior written consent of Client.

3. **TERM.** This Contract shall be effective from **September 1, 2020** through August **31, 2021**. Thereafter, this Agreement may be extended for additional twelve (12) month periods by mutual agreement of the parties evidenced by an exchange of emails or other writing confirming the extension.

4. **PAYMENT TERMS.** Client shall make payment of the Monthly Retainer to Consultant each month on or before the first (1st) day of each month. Consultant’s invoices for Reimbursable Expenses should be submitted monthly and will be processed within 30 days from receipt. Reimbursable Expenses must be documented by receipts provided to Client. Under no circumstances will Client reimburse Consultant for any Political Contributions (i.e., any payment,

gift, subscription, loan, advance or deposit of money, as well as any contribution of services or facilities, if made in connection with any campaign for Federal, state or local office or in connection with a Federal, state or local party committee).

5. **LOBBYING.** The Consultant and Client are aware that lobby registration and reporting requirements may be applicable to the Consultant's activities under this Contract, including, but not limited to Federal, state and/or local laws such as the Lobbying Disclosure Act of 1995 (the "LDA"), as amended (including by the Honest Leadership and Open Government Act of 2007). Consultant represents and warrants that Consultant is familiar and will comply with any and all applicable Federal, state and/or local lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, including, but not limited to, gift restrictions under applicable lobbying laws. Consultant shall not attempt to influence any Federal, state or local legislation, rule-making, rate-making or procurement decision by a Federal, state or local agency without the consent of Client. Consultant shall cooperate with Client to the extent necessary for Client to comply with any applicable lobby registration and reporting requirements, including but not limited to informing Client of the amount or percentage of Client's payment that is attributable to Federal lobbying activities or state legislative lobbying activities.

6. **REGISTRATION AND REPORTING.** Consultant agrees to take all steps to assure compliance with any applicable Federal, state and local lobbying registration and reporting laws and rules, including preparing and timely filing Client and Consultant lobbying registration forms and financial reports and Client registration documents. Consultant agrees to take all steps to assure compliance with any applicable state and local campaign finance registration and reporting laws and rules, including preparing and timely filing Client registration and reports of corporate political contributions. Consultant shall provide to Client, upon request, copies of all reports required by law to be filed with any governmental entity with respect to any activities undertaken by Consultant on behalf of Client.

7. **INDEPENDENT CONSULTANT.** Consultant is and shall remain an independent Consultant and shall have no power, nor represent to have any power, to bind Client or to assume or create any obligations on Client's behalf. If Consultant is an attorney and/or is employed by a law firm, Client agrees that an attorney-client relationship is not created by entering into this Contract. Consultant further agrees that applicable Federal, state and/or local rules regarding ethics and professional conduct apply under this Contract.

8. **CONFIDENTIALITY/CONFLICTS.** Consultant will comply with all applicable Federal, state and/or local ethics rules in the treatment of confidential information. Consultant further agrees to treat as confidential, and use only for Client's benefit, any Services performed under this Contract and any information which Client has disclosed to Consultant in connection with this Contract. Any potential conflicts of interest shall be immediately disclosed to Client and Client shall determine an appropriate course of action or remedy.

9. **LAWS APPLIED.** This Contract shall be governed by the laws of the State of Georgia.

10. **TERMINATION DURING TERM.** Either party may cancel this Contract for cause at any time by first providing written notice of material default and an opportunity to cure. If the default is not cured within seven (7) days following receipt of the notice, the non-defaulting party may provide notice in writing of the cancellation of the Contract.

11. **ANTI-CORRUPTION.** In connection with Services performed under this Contract, Consultant shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter. Consultant has in place at the time of execution of this Contract and will maintain and enforce during the entire term of this Contract its own firm policy requiring adherence to ethical business practices, including but not limited to a prohibition on bribery of government officials. No owner, partner, officer, director or employee of Consultant is or will be during the scope of this engagement an official or employee of the government or of an agency or instrumentality of a government, unless such person obtains the prior written approval of Client.

Client and Consultant have made and entered into this Contract as of the day and year first written below.

CLIENT

CONSULTANT

CITY OF AVONDALE ESTATES

TAYLOR ENGLISH DECISIONS LLC

By: _____
Name: Patrick Bryant
Its: City Manager
Date: _____

By: _____
Name: Jonathan Crumly
Its: Chief Operating Officer
Date: _____

Approved as to form:

Stephen G. Quinn
Assistant City Attorney

EXHIBIT A

Consultant is retained to provide General Consulting Services. “General Consulting Services” rendered in connection with this Contract could include, but would not be limited to, the following in furtherance of Client’s business objectives:

- Representing Client on legislative and administrative issues and matters in the State of Georgia (the “State”);
- Establishing relationships and scheduling meetings with government officials in the State, including but not limited to the DeKalb County Legislative Delegation;
- Continuing to build on relationships with government officials through individual or group meetings with the City of Avondale Estates (“City”) officials and employees;
- Monitoring, advising, and engaging MARTA (or subsequent transit) officials on developments or policies with potential impact on the City;
- Tracking all DeKalb County annexation legislation during the Georgia General Assembly Legislative Session;
- Influencing any DeKalb County annexation legislation during the Georgia General Assembly Legislative Session that may detrimentally impact the City;
- Participating in economic development discussions with Georgia Department of Economic Development to pursue desirable industries and businesses to consider locating in the City;
- Influence access to Cares Act or subsequent COVID-19 related funding through discussions with Federal and State elected officials to maximize flexibility for local governments;
- Monitoring and advising Client regarding legislative developments with potential impact to the City within the State;
- Monitoring and advising Client regarding regulatory developments with potential impact to the City within the State;
- Providing advice and counsel on other appropriate strategies;
- Participating in the City internal meetings/events as needed for updates; and
- Providing consultant resources when necessary and reasonable.

This is not an exhaustive or exclusive list of the General Consulting Services that Consultant may render on Client’ behalf in connection with providing General Consultant Services. This list is meant to describe the types of activities that could constitute General Consulting Services that Consultant may perform on behalf of Client in connection with this Contract.

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

EXHIBIT B
WORK ORDER NUMBER _____

THIS WORK ORDER is being submitted, approved and implemented in accordance with the State Consulting Agreement dated as of the _____ day of _____, 2020 (the "Contract"), between **CITY OF AVONDALE ESTATES**, ("Client") and **TAYLOR ENGLISH DECISIONS, LLC**, a Georgia limited liability company (the "Consultant"), which Contract is incorporated herein by reference.

1. The Additional Services to be provided under this Work Order are as follows:
[Insert brief description of Services here.]

2. In exchange for the Consultant's performance of the Additional Services, Client shall pay the Consultant *[insert payment terms]*.

3. The following special conditions, terms, provisions, qualifications or exclusions are applicable to the Additional Services described herein (*insert or attach any special conditions; insert NONE if applicable*):

4. Except as otherwise expressly provided in this Work Order, the terms of the Agreement shall govern the rights and obligations of Client and the Consultant with respect to the Additional Services described herein. All capitalized terms shall have the same meaning as provided in the Contract unless otherwise specifically defined in this Work Order.

IN WITNESS WHEREOF, Client and the Consultant have hereby executed this Work Order as of the _____ day of _____, 20__.

CLIENT

CITY OF AVONDALE ESTATES

CONSULTANT

TAYLOR ENGLISH DECISIONS LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Jonathan Crumly

Its: Chief Operating Officer

Date: _____