

STATE OF GEORGIA

GWINNETT COUNTY

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this ____ day of September, 2024 by and between Stephen Mayer (collectively referred to as "Consultant") and The City of Dacula, Georgia (the "City").

WITNESSETH

WHEREAS, the City desires to enter into a consulting relationship with the Consultant for services related to certain daily operations, management, and financial matters; and

WHEREAS, Consultant has agreed to perform consulting work for the City in providing the services listed herein as specifically assigned by the City; and

WHEREAS, it is in the best interest of the City to enter into this Agreement for the services outlined herein;

NOW, THEREFORE, in consideration for the mutual promises and benefits outlined herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the City professional consulting services related to accounting, management, financial operations and investments, taxation, and other administrative matters for the City of Dacula. Consultant shall direct all communications with City personnel through the City Administrator and accept assignments and instructions from the City Administrator and Mayor only. The City shall not be bound by any instructions or requests for services from any employee other than the City Administrator and Mayor. The Consultant shall comply with all laws, statutes, ordinances, rules and regulations relating to the work performed. The City shall assign the Consultant certain tasks to be completed within the time designated by City.

2. Consideration. The City will pay the Consultant a fee of \$55.00 per hour for services rendered under this Agreement.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City or any of its boards, committees, agencies or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold themselves out as an employee of the City. Consultant shall not be entitled to any benefits from the City other than the compensation outlined herein. Consultant shall be responsible and liable for the payment of all federal, state and local taxes arising out of or related to the work performed

by Consultant for the City. Consultant shall control the time, place, manner, and method of the delivery of services under this Agreement.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the City or its affiliates may consider confidential or proprietary. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees to the extent permitted by law.

5. Term. This Agreement shall commence on September 9, 2024 and shall terminate on September 5, 2025, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days written notice.

6. Indemnification. The Consultant shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Consultant.

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the City and to the City's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the City.

7.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Georgia. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

7.4 Forum Selection. The parties agree that any dispute arising under this agreement shall be heard and decided in the Superior Court of Gwinnett County, Georgia. The parties waive any defenses they have as to the jurisdiction of that Court and venue in Gwinnett County and expressly consent that all disputes be heard and decided in the Superior Court of Gwinnett County, Georgia.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date written above.

CITY OF DACULA, GEORGIA

Stephen Mayer

By: _____(SEAL)
Hugh D. King, III, Mayor

By: _____
Stephen Mayer