

STATE OF GEORGIA

EFFINGHAM COUNTY

### CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Effingham County, a political subdivision of the State of Georgia, acting by and through its governing authority, the Board of Commissioners of Effingham County, Georgia ("County"), and Nathaniel J. Ball, ("Consultant"), collectively referred to as the "Parties."

#### WITNESSETH

WHEREAS, the County desires to enter into a consulting relationship with the Consultant for services related to an evaluation and assessment of needs, technology, buildings, and financial matters of the County library system; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that he is qualified by training and experience to perform the work; and

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

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide professional consulting services related to an evaluation and assessment of needs, technology, buildings, and financial matters of the County library system. Consultant shall direct all communications with County personnel through the County Manager and accept assignments and instructions from the County Manager only. The County shall not be bound by any instructions or requests for services from any employee other than the County Manager. The Consultant shall comply with all laws, statutes, ordinances, rules and regulations relating to the work performed. The County shall assign the Consultant certain tasks to be completed within the time designated by County.

**2. Consideration.** The County will pay the Consultant a fee of \$\_\_\_\_\_ per hour for services rendered under this Agreement. Total compensation under this Agreement shall not exceed \$\_\_\_\_\_.

**3. Independent Contractor.** Nothing herein shall be construed to create an employer employee relationship between the County and Consultant. Consultant is an independent contractor and not an employee of the County 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 County will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee of the County. Consultant shall not be entitled to any benefits from the County 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 County. Consultant shall control the time, place, manner, and method of the delivery of services under this Agreement.

**4. Confidentiality.** Consultant acknowledges that he may receive confidential information of the County and that he will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**5. Term.** This Agreement shall commence on \_\_\_\_\_, 2024 and shall terminate on \_\_\_\_\_, 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 County 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. 7.1 Miscellaneous, 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 County and to the County'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 County.

**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. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

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

**7.5. Notice.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to: County Manager, Board of Commissioners of Effingham County, Georgia, 804 S. Laurel Street, Springfield, Georgia 31329.

NOTICE TO THE CONSULTANT shall be sent to: \_\_\_\_\_  
\_\_\_\_\_

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

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

**COUNTY:**

Board of Commissioners of  
Effingham County, Georgia:

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Wesley Corbitt, Chairman

**ATTEST:**

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Stephanie Johnson, County Clerk

**CONSULTANT:**

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Nathaniel J. Ball