

STATE OF GEORGIA
EFFINGHAM COUNTY

CONSULTING SERVICES AGREEMENT
(Library Transition Specialist)

THIS AGREEMENT is effective as of this ____ day of _____, 2026, 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 **Patricia P. Herndon** ("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 the transition of Effingham County libraries; 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 she 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.

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 to the County in the role of **Library Transition Specialist**, related to the transition of Effingham County Libraries from Live Oak Public Libraries to Statesboro Regional Public Libraries.

Consultant's services shall include, but are not limited to, the following:

- Meeting with the Effingham County Library Board to assess goals, anticipated outcomes, and transition priorities;
- Coordinating with County Commissioners, County staff, and municipal leaders, as necessary, to understand the County's objectives for library services;

- Coordinating with Live Oak Public Libraries regarding dissolution and transition planning, including transfer of ownership of library materials, furnishings, and IT equipment, review of vendor contracts, and continuity of services;
- Identifying and assessing grants, funding sources, and state allocations impacting Effingham County libraries;
- Coordinating with Statesboro Regional Public Libraries to assist with integration planning for collections, furnishings, IT equipment, and staff;
- Coordinating with Georgia Public Library Service staff, as appropriate, to develop a transition checklist;
- Preparing and submitting **bi-weekly written reports** summarizing activities, findings, and recommendations; and
- Developing written outlines and transition documentation related to collections, equipment, IT systems, grants, and staff integration.

Consultant shall report to the Effingham County Library Board to the designated representative; and, Consultant shall report with County personnel through the County Manager and accept assignments and instructions only from the County Manager. The County shall not be bound by any instructions or requests for services from any employee other than the County Manager.

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 **\$100.00 per hour** for services rendered under this Agreement.

Consultant anticipates working approximately **ten (10) hours per week** for a period of up to **ten (10) weeks**. Consultant shall invoice the County on a **bi-weekly basis**, with payment due upon receipt.

Consultant shall not charge for travel time. The County shall reimburse the Consultant for lodging, mileage, and per diem expenses incurred due to travel in accordance with the **State of Georgia Travel Policy**, as updated annually.

If services are completed prior to the anticipated term, compensation shall cease accordingly. Any extension of services shall require a written amendment executed by the Parties.

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 shall not represent to be or hold herself 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 delivery of services under this Agreement.

4. Confidentiality.

Consultant acknowledges that she may receive confidential information of the County and that she will protect the confidentiality of any such confidential information and will require any 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 Records Act and that Consultant must comply with O.C.G.A. § 50-18-72(a)(34) if trade secret information is involved.

5. Term.

This Agreement shall commence on the ____ day of _____, 2026, and shall terminate upon completion of services, not to exceed **ten (10) weeks**, 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.

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.

7.5 Notice.

All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received as set forth in the Agreement.

NOTICE TO THE COUNTY shall be sent to:

County Manager
Board of Commissioners of Effingham County
804 S. Laurel Street
Springfield, Georgia 31329

NOTICE TO THE CONSULTANT shall be sent to:

Patricia P. Herndon
2676 White Rock Drive
Buford, Georgia 30519

This section is intentionally left blank.

IN WITNESS WHEREOF,

the parties have hereunto executed this Agreement on the date written above.

COUNTY:

Effingham County Board of Commissioners

Tim Callanan

County Manager

CONSULTANT:

Patricia P. Herndon