

**SERVICE AGREEMENT  
For  
ELECTION SERVICES**

This Service Agreement (“Agreement”) is made this \_\_\_\_ day of June 2021, by and between Intact Consulting, and the City of Forest Park Georgia (“Forest Park”), with reference to the following:

WHEREAS, Intact Consulting is engaged in the business of rendering election consulting and program management services; and

WHEREAS, in connection therewith, Intact Consulting wishes to perform election management consulting for Forest Park for the November 2, 2021 Municipal General Election Cycle;

WHEREAS, in connection therewith, Forest Park wishes to acquire the election management services from Intact Consulting for the November 2, 2021 Municipal General Election Cycle;

WHEREAS, Intact Consulting is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Intact Consulting agrees to render services to the City of Forest Park as set forth in the Statement of Works attached hereto and incorporated into this Agreement as Exhibit “A”. The parties agree that Intact Consulting may provide services in addition to or different from those services listed in the Statement of Works and Intact Consulting agrees to render such services under the terms of this Agreement.

2. ***Compensation. In consideration of these services, Intact Consulting shall be paid a Consultant rate of \$50.00 per Hour.***

a. ***Reimbursable Expenses.*** In addition to the Total Compensation Fee specified in subparagraph (c), Intact Consulting shall be reimbursed for reasonable, necessary and substantiated expenses incurred by Intact Consulting for administrative expenses in connection with the services rendered hereunder.

b. ***Manner of Payment.***

Intact Consulting shall prepare and submit an invoice, showing time worked and expenses incurred during the engagement, together with such supporting documentation as may be required by Forest Park. ***Each invoice shall be paid two weeks after submission of invoice.***

c. Total Compensation

For the services rendered by Intact Consulting as set forth in the Statement of Works and pursuant to the November 2, 2021 Municipal Election Calendar, Intact Consulting anticipates the compensation for services rendered under this Agreement to total \$27,000.00.

3. a. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, between Intact Consulting and the City of Forest Park. It is expressly agreed that Intact Consulting is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Ineligible for Employee Benefits. Intact Consulting shall not be eligible for any benefit available to employees of Forest Park, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Intact Consulting under this Agreement.

4. ***Term. This Agreement shall become effective as of the date of the signing of this Agreement and shall continue in effect through December 31, 2021, unless earlier terminated as provided in paragraph 5 below. If no changes are required to the contract, and both parties are in agreement, the contract will remain in effect until terminated by one of the parties as allowed by the contract or replaced by another contract.***

5. Termination. Intact Consulting shall have the right to terminate this Agreement if Forest Park is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from Intact Consulting specifying such default. This Agreement may also be terminated by Intact Consulting by written notice 30 days prior to the effective date of termination.

6. Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Intact Consulting shall immediately terminate the services hereunder, and shall deliver promptly to Forest Park all property relating to the business, work and any Work Product (as defined below), patents or copyrights covered by this Agreement. Such property shall include but not be limited to all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Standard of Performance. Intact Consulting warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Intact Consulting agrees to perform in a diligent,

efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

8. Conflicts of Interest. Intact Consulting warrants and represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing, (ii) Intact Consulting is not presently subject to any agreement with a competitor or with any other party that will prevent Intact Consulting from performing in full accord with this Agreement and (iii) Intact Consulting is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform the obligations under this Agreement. The parties agree that Intact Consulting shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder.

9. Proprietary Information; Non-Solicitation. Intact Consulting acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Forest Park including, but not limited to, information concerning Forest Park, its operations, customers, business and financial condition, as well as information with respect to which Intact Consulting has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Intact Consulting agrees not to disclose, directly or indirectly, to anyone, or to use or let others use, for any purpose whatsoever, any Proprietary Information, of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement.

10. Indemnification. Each party ("Indemnitor") agrees to defend, indemnify and hold harmless the other ("Indemnitee") from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

By \_\_\_\_\_  
City of Forest Park

By \_\_\_\_\_  
Intact Consulting

Title: \_\_\_\_\_

Title \_\_\_\_\_

