



AGREEMENT

Comprehensive Plan Community Engagement Services

Town of Tyrone, Georgia

[DATE]

Elevating Missions Consulting, LLC (the “Consultant”) agrees to provide the **Town of Tyrone, Georgia** (the “Client”) the following professional services associated with community engagement consulting services in support of the Town’s Comprehensive Plan update (the “Project”), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the “Agreement”).

1. SCOPE OF SERVICES

The Consultant will provide the following services:

Phase 1: Planning & Strategy Development (Month 1)

- Kickoff meeting with Town staff
- Review of Comprehensive Plan goals and timeline
- Design of the overall public engagement strategy, including work plan, schedule, and engagement approach
- Design of survey and outreach strategy
- Identification of steering committee (approximately 10–12 members representing a cross-section of the community)
- Design of a messaging and communications framework to guide how the engagement process is communicated to the community
- Application of audience segmentation to ensure broad and representative participation.

Phase 2: Public Engagement Implementation (Months 2–7)

- Launch public engagement activities
- Conduct up to ten (10) targeted stakeholder interviews
- Facilitate up to five (5) steering committee meetings, including agendas, materials, and summary documentation
- Coordinate and facilitate public engagement events:
 - Up to three (3) open house-style meetings incorporating maps, charrettes, and interactive feedback
 - Materials and design of community education meetings designed for smaller group discussion and Q&A

- Provide ongoing coordination with Town staff and partners
- Apply targeted outreach strategies to engage a broad cross-section of the community, including harder-to-reach audiences
- Facilitate discussions in a manner that keeps meetings productive, forward-looking, and aligned with Town goals
- Monitor participation and adjust engagement tactics as needed throughout the process

Phase 3: Analysis & Documentation (Months 8–10)

- Compile and analyze survey and engagement data
- Develop stakeholder and engagement documentation
- Prepare a summary of findings and key themes
- Deliver a final engagement report

- Provide an executive-level summary for Town leadership and Council
- Frame community input in a clear narrative to support future communication and implementation

Deliverables. The Consultant shall produce the following deliverables over the course of this Agreement:

- Community involvement plan documentation
- Public engagement work plan with schedule
- Messaging and communications framework
- Stakeholder list and engagement plan
- Steering committee materials for each meeting (agendas, materials, meeting summaries)
- Online survey, distribution plan, and results
- Ads, mailers, and outreach designs
- Survey data and results
- Summary findings and themes narrative
- Final engagement report

2. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Schedule), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant’s cost of performing any part of the Services, an equitable adjustment will be made in Fees, or in the Schedule, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

3. SCHEDULE

There is no fixed calendar schedule associated with this Agreement. The schedule for individual services shall be as mutually agreed upon by the Consultant and the Client. The anticipated duration of this Agreement is ten (10) months from the date of execution informed by the outlined scope of services.

4. FEES

The Consultant agrees to provide services included in this Agreement for a total fee not exceeding **TWENTY-TWO THOUSAND DOLLARS (\$22,000.00)**. Fees will be billed monthly at \$2,200 per month over ten (10) months, beginning upon the date of execution. Monthly invoices shall reflect services performed during the preceding period consistent with the scope of work described in Section 1. The Consultant shall provide a brief written summary of activities performed with each invoice. Fees shall include all subcontractors, as needed, and direct/indirect expenses.

The final monthly payment shall not be due until the Consultant has delivered the final engagement report described in Section 1.

5. ADDITIONAL SERVICES

Work will be completed based on the Schedule section above. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any service that the Client requests that is not specified in Services above will be considered an additional service. Such work requires written approval, an amendment to this Agreement, and additional fees.

6. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

7. COPYRIGHTS

The Consultant shall retain the right to use all copyrighted materials for marketing purposes. The Town shall retain copyrights associated with work after undisputed payment of each task listed in the contract. Such copyrighted material shall include, but not be limited to, digital files, plans, documents, presentations, reports, and other deliverables produced under this Agreement.

8. PERMISSIONS AND RELEASES

The Client agrees, to the level of indemnification allowed by law, to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

9. BILLING AND PAYMENT POLICIES

In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at a rate of 1.5% to delinquent accounts for professional services.

10. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of the Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.

When the Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

11. DISPUTE RESOLUTION

All disputes arising from this Agreement shall be referred to a court of competent jurisdiction. Venue for any cause of action shall be in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.

12. MISCELLANEOUS

This Agreement is governed by the laws of the State of Georgia.

The Client and Elevating Missions Consulting, LLC are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

13. EXECUTION

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

CONSULTANT

Elevating Missions Consulting, LLC

By: _____

Katie Pace Quattlebaum
Principal Consultant

Date: _____

CLIENT

Town of Tyrone, Georgia

By: _____

Eric Dial
Mayor

Date: _____

Attest: _____

Dee Baker, Town Clerk

TOWN SEAL