

SERVICES AGREEMENT

This Services Agreement is made and entered into this __4th__ day of January, 2021, by and between Carolyn H. Rader and the City of Avondale Estates, Georgia (“City”). The parties agree as follows:

- Services to be Performed

During the Term of this Agreement, Carolyn H. Rader agrees to work up to 60 hours per month and an average of 15 hours per week at the direction of Assistant City Manager of Economic and Community Development. The services that Carolyn H. Rader will provide to the City are expected to include program and project management services for active stormwater, planning, transportation, or economic development projects at the direction of the Assistant City Manager.

- Term and Termination

The term of this Agreement is from January 4, 2021 through March 31, 2021, and can be extended for additional time, unless terminated sooner pursuant to this section.

If the City deems Carolyn H. Rader to be in breach of this Agreement, it shall give written notice of same. After giving written notice that the City deems Carolyn H. Rader to be in default and identifying the specific nature of the alleged non-performance, if Carolyn H. Rader fails to cure such default within seven days the City may terminate this Agreement for non-performance. If this Agreement is terminated by the City due to non-performance by Carolyn H. Rader, City shall give written notice to Carolyn H. Rader and shall compensate Carolyn H. Rader for services rendered to the date of termination and shall have no further obligation under this Agreement.

If this Agreement is terminated by the City for non-performance, Carolyn H. Rader shall have the right to appeal such decision to an arbitrator to be selected by the American Arbitration Association. Such arbitrator shall determine whether or not the City was justified in terminating for non-performance and designate either the City or Powell as the “prevailing party” on appeal. If the arbitrator determines that the City was not justified in terminating this Agreement for non-performance, City shall pay Carolyn H. Rader the remaining value of this Agreement. The non-prevailing party shall pay the prevailing party’s reasonable costs and attorney’s fees incurred in arbitration.

- Compensation

Carolyn H. Rader will be compensated \$60 per hour for no more than 60 hours during the month and an average of 15 hours a week for the work performed under this Agreement. Any additional hours above 60 hours over the course of the month will be pre-approved by the City Manager and will be billed at a rate of \$60 per hour for work performed under this Agreement.

- Independent Contractor Status.

Carolyn H. Rader shall perform consulting services under this Agreement as an independent contractor. Carolyn H. Rader is not entitled to any benefits (such as insurance) and shall not accrue any leave time during the term of this Agreement. The Parties agree that the compensation paid to Carolyn H. Rader is intended to compensate her for her services as well as cover the expense of any materials, transportation, etc. that may be necessary to perform the services. Carolyn H. Rader will receive Form 1099 from the City and shall be responsible for paying any tax obligation associated with earnings under this Agreement.

- Miscellaneous Terms

- *Assignment*

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable without the prior written consent of the other party.

- *Successors and Assigns*

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, legal representatives, successors, and assigns of the respective parties.

- *Attorney's Fees*

The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

- *Governing Law*

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

- *Amendment*

This Agreement may be amended only by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

- *Legal Construction*

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

So agreed:

CITY OF AVONDALE ESTATES, GEORGIA

Name: Carolyn H. Rader

Jonathan Elmore, Mayor

Name

Attest:

Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn, City Attorney