

CONSULTING AGREEMENT

This Consulting Agreement is made and entered into this 14th day of February, 2018, by and between Roy Claiborn Brown (“Consultant”) and the City of Avondale Estates, Georgia (“City”). The parties agree as follows:

1. Consulting Services

Consultant agrees to assist the City with the transition to a new city manager. These consulting services are anticipated to be rendered remotely via phone and/or email. To the extent Consultant’s presence is required, City shall give Consultant as much advance notice as possible.

Consultant will advise, assist and consult with the person acting as City’s city manager upon request. Further details regarding the consulting services that are subject of this Agreement are as follows:

- (a) Consultant will respond to phone, email or other communications from the city manager promptly;
- (b) Consultant shall not be required to consult more than ten (10) hours per week; and
- (c) Consultant will use his best efforts to assist the person acting as city manager when called upon.

2. Term and Termination

The term of this Agreement is February 15, 2018, through and including June 30, 2018, unless terminated sooner pursuant to this section.

After giving written notice that the City deems Consultant to be in default and identifying the specific nature of the alleged non-performance, if Consultant 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 Consultant, City shall give written notice to Consultant and shall compensate Consultant for services rendered to the date of termination (with any partial month paid on a pro rata basis) and shall have no further obligation under this Agreement.

If this Agreement is terminated by the City for non-performance, Consultant 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 Consultant 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 Consultant 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.

3. Compensation

For the period of February 15, 2018, through the end of February 2018, Consultant will be compensated as an employee of the City through the usual payroll process and will not receive any additional compensation from the City for his consulting services. For the months of March, April, May and June of 2018, Consultant shall be paid Six Thousand Five Hundred (\$6,500.00) per month for consulting services.

Such payments will be made no later than thirty days after the last day of each such month.

4. Independent Contractor

Consultant shall perform consulting services under this Agreement as an Independent Contractor. Consultant shall furnish his own labor, materials and workplace at his own expense. Consultant shall be responsible for any tax obligation associated with payments made and received under this Agreement.

5. Notices

To City:
City Manager, City of Avondale Estates
21 N. Avondale Plaza
Avondale Estates, Georgia 30002
Kturner@avondaleestates.org

To Consultant:
R. Clai Brown

Email: _____

6. Miscellaneous Terms

a. Assignment

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

b. 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.

c. Attorney's Fees

The parties were each represented by their own counsel in the negotiation of this Agreement. The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

d. 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.

e. 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.

f. 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 effect 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:

[SIGNATURE PAGE FOLLOWS]

CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore, Mayor

Date

Attest:

Gina Hill, City Clerk

Approved as to Form:

Robert E. Wilson
City Attorney

ROY CLAIBORNE BROWN

Date