

## CONSULTANT AGREEMENT

This Consultant Agreement is by and between **THE CITY OF POWDER SPRINGS**, a Georgia Municipal Corporation ("Client"), and **BH3, LLC**, 309 N Rampart Street, Canton, Georgia 30114 ("Consultant"). In consideration of the covenants set forth below, the Parties mutually agree as follows:

1. **SCOPE.** Consultant has been retained to provide professional counsel and advice, and representation on economic, community development and city administrative issues, as well as any of its businesses, affiliates, subsidiaries and/or associated companies. Such services shall be provided in State of Georgia, as needed. The scope of work is more fully described in **EXHIBIT A**, attached hereto. In the event Client desires to utilize Consultant for additional or other services, including similar services relating to non-economic and community development issues, the parties shall complete and execute a Work Order in the form attached hereto as **EXHIBIT B**. Pam Conner ("Client Point of Contact") shall be Consultant's main point of contact with respect to the Consultant's work on behalf of Client. Consultant shall: (1) regularly communicate and coordinate with the Client Point of Contact about Consultant's activities under this Contract; (2) notify the Client Point of Contact of any meetings with or contacts to officials, employees, agents or representatives of any business association or chamber, State executive or legislative entity or agency or any other State or local governmental entity ("Public Officials") related to Client; and (3) inform the Client Point of Contact of the Public Officials who will be in attendance at such meetings or who will be contacted and the topics to be discussed.
2. **COMPENSATION, THIRD PARTY CONSULTANTS AND REIMBURSABLE EXPENSES.**
  - (a) **COMPENSATION.** Client agrees to compensate Consultant **\$5,500** per month during the Term of this Contract (the "Monthly Retainer") for the scope of work described in Paragraph 1 and **EXHIBIT A**.
  - (b) **THIRD PARTY CONSULTANTS.** The Monthly Retainer does not include fees or retainers for services by individuals or companies other than Consultant necessary for implementation of Client's objectives ("Third Party Consultants"). Consultant has teaming relationships with several Third-Party Consultants who, upon the advice and consent of Client, may be retained to provide necessary services in specific states. No Third-Party Consultant will be retained until a Work Order is mutually agreed upon and executed by Consultant and Client.
  - (c) **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to the Monthly Retainer and include necessary and reasonable expenses incurred by consultant directly related to the work provided. Notwithstanding anything to the contrary herein, no expense more than \$100 shall be allowed as a Reimbursable Expense without the prior written consent of Client.
3. **TERM.** This Contract shall be effective from **December 1, 2022**, through **August 31, 2022**. This Agreement will automatically extend for a twelve (12) month period if not terminated thirty days prior to the end of any period by Client. Thereafter, this Agreement may be extended for additional twelve (12) month periods by mutual agreement of the parties evidenced by an exchange of emails or other writing confirming the extension.

4. **PAYMENT TERMS.** Client shall make payment of the Monthly Retainer to Consultant each month on or before the first (1st) day of each month. Consultant's invoices for Reimbursable Expenses should be submitted monthly and will be processed within 30 days from receipt. Reimbursable Expenses must be documented by receipts provided to Client. Under no circumstances will Client reimburse Consultant for any Political Contributions (i.e., any payment, gift, subscription, loan, advance or deposit of money, as well as any contribution of services or facilities, if made in connection with any campaign for Federal, state, or local office or in connection with a Federal, state, or local party committee).

5. **LOBBYING.** The Consultant and Client are aware that lobby registration and reporting requirements may be applicable to the Consultant's activities under this Contract, including, but not limited to Federal, state and/or local laws such as the Lobbying Disclosure Act of 1995 (the "LDA"), as amended (including by the Honest Leadership and Open Government Act of 2007). Consultant represents and warrants that Consultant is familiar and will comply with all applicable Federal, state and/or local lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, including, but not limited to, gift restrictions under applicable lobbying laws. Consultant shall not attempt to influence any Federal, state, or local legislation, rulemaking, rate making or procurement decision by a Federal, state, or local agency without the consent of Client. Consultant shall cooperate with Client to the extent necessary for Client to comply with any applicable lobby registration and reporting requirements, including but not limited to informing Client of the amount or percentage of Client's payment that is attributable to Federal lobbying activities or state legislative lobbying activities.

6. **REGISTRATION AND REPORTING.** Consultant agrees to take all steps to assure compliance with any applicable Federal, state, and local lobbying registration and reporting laws and rules, including preparing and timely filing of client and Consultant lobbying registration forms and financial reports and client registration documents. Consultant agrees to take all steps to assure compliance with any applicable state and local campaign finance registration and reporting laws and rules, including preparing and timely filing of client registration and reports of corporate political contributions. Consultant shall provide to Client, upon request, copies of all reports required by law to be filed with any governmental entity with respect to any activities undertaken by consultant on behalf of Client.

7. **INDEPENDENTCONSULTANT.** Consultant is and shall remain an independent Consultant and shall have no power, nor represent to have any power, to bind Client or to assume or create any obligations on Client's behalf. If Consultant is an attorney and/or is employed by a law firm, Client agrees that an attorney-client relationship is not created by entering into this contract. Consultant further agrees that applicable Federal, state and/or local rules regarding ethics and professional conduct apply under this contract.

8. **CONFIDENTIALITY/CONFLICTS.** Consultant will comply with all applicable Federal, state and/or local ethics rules in the treatment of confidential information. Consultant further agrees to treat as confidential, and use only for Client's benefit, any Services performed under this Contract and any information which Client has disclosed to consultant in connection with this Contract. Any potential conflicts of interest shall be immediately disclosed to Client and Client shall determine an appropriate course of action or remedy.

9. **LAWS APPLIED.** This Contract shall be governed by the laws of the State of Georgia.
10. **TERMINATION.** Either party may cancel for cause by providing written notice of material default and an opportunity to cure at least seven (7) days prior to cancellation date.
11. **ANTI-CORRUPTION.** In connection with Services performed under this Contract, Consultant shall not pay, offer, or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter. Consultant has in place at the time of execution of this Contract and will maintain and enforce during the entire term of this Contract its own firm policy requiring adherence to ethical business practices, including a prohibition on bribery of government officials. No owner, partner, officer, director, or employee of consultant is or will be during the scope of this engagement an official or employee of the government or of an agency or instrumentality of a government, unless such person obtains the prior written approval of Client.

Client and Consultant have made and entered into this Contract as of the day and year first written below.

**CLIENT**

**CONSULTANT**

City of Powder Springs

BH3, LLC

By: Albert Thurman

By: Rob Hosack

Name: Al Thurman

Name: Rob Hosack

Title: Mayor

Its: Director of Governmental Affairs

Date: 11/21/22

Date: 11-21-22



## EXHIBIT A

Consultant is retained to provide General Consulting Services. "General Consulting Services" rendered in connection with this Contract could include, but would not be limited to, the following in furtherance of Client's business objectives:

- Preparing an Annexation Strategy and Master Plan for the city to include in its Comprehensive Plan updated that includes:
  - Identification of key tracts that could compliment the city's E-Commerce and Logistics Overlay District, as well as potential filming locations for the Georgia Film Commission that could be incorporated into Inventories of available development and redevelopment sites.
  - Incentives designed for unincorporated islands, as well as businesses or industries to include individualized benefits consistent with best practices.
  - Partnerships with county and regional organizations that will facilitate island annexations, as well as potential legislative annexations.
  - Recruitment, coordination, and supervision of personnel to meet with unincorporated island and county residents to encourage annexations.
- Serving as a dedicated staff resource to the Development Authority of Powder Springs (DAPS) and assisting with:
  - Preparing annual STWP (on behalf of and in conjunction with members) for DAPS to include budget and identification of potential financial resources.
  - Establishing partnerships between DAPS and developers for selected business types and targeted annexations to include revenue sharing fee arrangements beneficial to DAPS. This initiative could include the preparation of marketing materials highlighting the financial instruments available to DAPS per local and state law.
  - Establishing a "Developers Day" to include the Georgia Department of Economic Development, the Cobb Chamber of Commerce, and the Council for Quality Growth. This initiative could be done in partnership with the city's Downtown Development Authority, as well as the Paulding County Economic Development Authority.
  - Exploring potential infrastructure and grant programs related to broadband expansions that would contribute to E-Commerce and Logistics such as the USDA's Rural Finance Program.
  - Partnering with the Georgia Department of Economic Development, Georgia Power, and the Atlanta Regional Commission to prepare an updated Competitive/Comparison Communities Analysis, as well as Target Industry Analysis.
- Recruiting and coordinating other contract professionals to assist with the delivery of services where appropriate and acceptable to the City Manager.
- Under direction of the City Manager, meeting and briefing the City's Appointed and Elected Officials on a regular basis.
- Under direction of the City Manager, meeting with City Staff and Department Heads in a consultant and/or supervisory role.

- Under direction of the City Manager, attending and participating in official meetings /work sessions of the Mayor and Council and other appointed Boards and Commissions, as necessary.
- Leading the City's efforts to retain and enhance existing businesses as well as recruiting new business endeavors.
- Serving as the city's concierge with local, regional, and state governmental authorities and business organizations to entice and advance development projects and annexation initiatives.
- Serving as the City's official economic development representative with the Cobb Chamber of Commerce in its continuing efforts to advance the successes of Select Cobb.
- Serving as the City's official economic development representative with the Georgia Department of Economic Development and its Film Commission.
- Serving as the City's official economic development representative with Cobb Travel and Tourism.
- Under direction of the City Manager, meeting and briefing the City's Appointed and Elected Officials on a regular basis.
- Provide monthly planning and zoning assistance including, but not limited to, reviewing, and making recommendations regarding applications for annexation, rezoning, variances, building and land disturbance permits, sign permits, alcohol permits and comprehensive plan amendments.

This is not an exhaustive or exclusive list of the General Consulting Services that Consultant may render on Client' behalf in connection with providing General Consultant Services. This list is meant to describe the types of activities that could constitute General Consulting Services that Consultant may perform on behalf of Client in connection with this Contract.

**EXHIBIT B**  
**WORK ORDER NUMBER**

THIS WORK ORDER is being submitted, approved and implemented in accordance with the Consultant Agreement dated as of the 21<sup>st</sup> day of Nov, 2022 (the "Agreement"), between CITY OF POWDER SPRINGS ("Client") and BH3, LLC, a Georgia limited liability company (the "Consultant"), which Agreement is incorporated herein by reference.

1. The Additional Services to be provided under this Work Order are as follows:  
Consultant to provide monthly assistance for planning and zoning assistance including, but not limited to, reviewing and making recommendations regarding applications for annexation, rezoning, variances, building and land disturbance permits, sign permits, alcohol permits and comprehensive plan amendments.
  
2. In exchange for the Consultant's performance of the Additional Services, Client shall pay the Consultant \$2,000 per month.
  
3. The following special conditions, terms, provisions, qualifications, or exclusions are applicable to the Additional Services described herein: None.
  
4. Except as otherwise expressly provided in this Work Order, the terms of the Agreement shall govern the rights and obligations of Client and the Consultant with respect to the Additional Services described herein. All capitalized terms shall have the same meaning as provided in the Agreement unless otherwise specifically defined in this Work Order.

**IN WITNESS WHEREOF**, Client and the Consultant have hereby executed this Work Order as of the 21<sup>st</sup> day of November, 2022.

**CLIENT**

City of Powder Springs

By: 

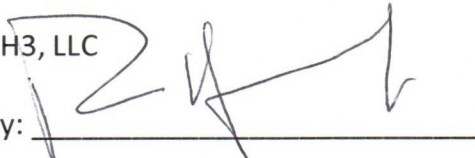
Name: Al Thurman

Title: Mayor

Date: 11/21/22

**CONSULTANT**

BH3, LLC

By: 

Name: Rob Hosack

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