

CONSULTING AND LOBBYING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of December 1st, 2016 (the "Effective Date") by and between City of Clarkston, Georgia and LD Squared, LLC (the "Consultant"), a Georgia limited liability company with its principal place of business at 3300 Pinetree Drive Smyrna, GA 30080, for a period of five months concluding on April 30th, 2017.

In consideration of the mutual promises set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Services. During the term of this Agreement, on the terms and conditions hereafter set forth, City of Clarkston retains Consultant to provide certain Professional Services (as defined below) and Consultant agrees to provide such Professional Services.
2. Scope of Duties. The general scope of Consultant's obligations here under shall be to serve in a professional services consulting capacity to the City of Clarkston and to act as a lobbyist on behalf of the City of Clarkston. Consultant's services (the "Services") shall be rendered in accordance with the highest professional standards and shall include public policy consulting primarily on issues related to potential strategies for passage of legislation in the 2017 session of the Georgia General Assembly and lobbying the General Assembly to erect such legislation on behalf of the City of Clarkston. The Services shall include the following:
 - a) Provide strategic public policy recommendations relative to the various powers and authorities available to the City of Clarkston in the creation, by legislative acts, of a Clarkston Development Authority and an Annexation Referendum for adjoining properties currently residing outside the city limits.
 - b) Develop an action plan to achieve those legislative acts once they are determined by City Council.
 - c) Schedule meetings periodically to provide updates to both the City Staff and Elected Officials as to the progress of the different legislative acts.
 - d) Meet periodically with City Staff as needed to execute the Scope of Duties of this contract.
 - e) Assist the City of Clarkston with associated administrative and strategic issues relative to said public policy objectives.
 - f) Lobby members of the General Assembly to enact legislation identified as desirable by the City of Clarkston.
3. Compensation.
 - a) For services rendered, Consultant shall receive the sum of three thousand dollars (\$3,000) for the month of December 2016. For services rendered, Consultant shall receive the sum of five thousand dollars (\$5,000) per month for the months of January, February, March, and April of 2017.
 - b) Consultant will also submit expenses incurred and approved in advance by the City Manager along with the monthly invoices.
 - c) Consultant shall invoice the City of Clarkston on the first day of the month for services rendered during the prior month. The City of Clarkston shall pay invoices for services and expenses contemplated by this section within 30 days of receipt of the invoice.
4. Term and Termination. This agreement will take effect on December 1st, 2016, and continue to April 30th, 2017. For any or no reason, upon 30 days' written notice, either party may terminate this Agreement. The

City of Clarkston may terminate this Agreement, effective immediately, for cause upon written notice to Consultant. In the event that the City terminates for cause, it shall have no obligation to pay for services rendered after the termination date.

5. Confidential Information. Each party acknowledges that it will have access to, be making use of, acquiring and adding to confidential business information of special and unique value including, but not limited to, trade secrets of the other party including financial projections and budgets, historical and projected sales, client and prospective information, capital spending budgets, and plans, the names and backgrounds of key personnel, personnel training techniques and materials and other information that the parties have provided each other in connection with provision of Services (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such party and shall maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party (b) is rightly received by the receiving party from a third party; (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order or subpoena, provided that before any disclosure is made pursuant to such law, order or subpoena, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order or subpoena.
6. Independent Contractor. Consultant agrees that it will act as an independent contractor pursuant to this Agreement and that nothing herein shall create an agency relationship between City of Clarkston and Consultant. All negotiations and/or proposals shall be approved in advance by City of Clarkston where possible, but will in all cases be submitted for the approval of City of Clarkston. The engagement of subcontractors or other third parties by Consultant shall be subject to the approval of City of Clarkston. All subcontracts or other third parties engaged by Consultant with the City of Clarkston approval shall agree in writing to be bound by the restrictions and negative covenants in this agreement applicable to Consultant. Consultant's employees shall not be entitled to employee benefits normally associated with employment of individuals by City of Clarkston. Consultant shall be liable for all federal, state and local taxes assessed against or owed by Consultant related to the compensation hereunder and Consultant hereby indemnifies City of Clarkston and their affiliates and their employees, officers, directors and agents against and holds them harmless from all claims and liability for such taxes.
7. No Conflicts. Consultant certifies that no outstanding agreement or obligation of Consultant is in conflict with any of the provisions of this Agreement, or would preclude Consultant from complying with the terms and conditions hereof.
8. Compliance with Law. Consultant shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to Consultant's performance hereunder.
9. Efforts. During the term of this Agreement, Consultant shall devote such time as necessary and use Consultant's best efforts to advance the business and welfare of City of Clarkston, and to discharge any other duties assigned to Consultant hereafter. Consultant shall not take any action against the best interest of City of Clarkston. Consultant shall perform faithfully and competently such duties as may be assigned to Consultant hereunder, in accordance with the highest professional standards.
10. Survivability. The provisions of paragraphs 5, 6, 7, 8 and 13 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
11. Indemnification. Consultant hereby indemnifies and agrees to hold harmless the City of Clarkston from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from, including court costs and attorney fees, arising out of or relating to the services performed by Consultant

under the terms of this Agreement or the breach by the Consultant of any of its provisions. The City of Clarkston agrees to give Consultant prompt notice of any such claim, demand, or action and shall, at Consultant's expense, cooperate fully with Consultant in the defense and settlement thereof.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
13. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
14. No assignment. Consultant's services hereunder are personal in nature and may not be assigned without the written consent of City of Clarkston.
15. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. Any and all claims, disputes, or controversies arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the state of Georgia and the parties hereby consent to the personal jurisdiction of that court. This Agreement constitutes the entire agreement between Consultant and City of Clarkston with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of City of Clarkston and by Consultant.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date identified above.

CITY OF CLARKSTON:

CONSULTANT:

LD Squared, LLC

Mayor Ted Terry

Doug Stoner, President

Approved as to Form:

 10-27-16

Stephen G. Quinn, City Attorney