



November 26, 2019

Mr. David A. Milliron, City Manager  
City of Hogansville, GA

Mr. Ed Moon, City Manager  
City of West Point, GA

Dear Mr. Milliron and Mr. Moon:

Brown Pelican Consulting LLC would be pleased to provide professional services to the Cities of Hogansville and West Point (the "Cities") for the review of the Service Delivery Strategy (SDS). Our firm has had extensive experience in SDS in numerous Georgia cities. (We advocate for and represent only cities.) I am a court-certified expert and expert witness in service delivery and local government public administration in Georgia.

The Georgia Service Delivery Act, as you know, requires that cities and counties have a current, DCA-approved SDS plan which specifies county and city services, geographic service areas, and sources of program funding. The Plan must demonstrate that county and municipal services are not duplicative. Counties and cities must certify that county services which are provided primarily for the benefit of the unincorporated area are funded with limited revenues derived from the unincorporated area, and counties and cities must certify that the county share of any county/city, jointly-funded service is also derived from unincorporated area revenues.

We propose to review the current SDS Agreement (contract) including services, geographic service areas, funding sources, and intergovernmental agreements. We will review a history of services, expenditures, revenue sources, property tax digests, and millage rates. Data sources will include (but not be limited to) county/city websites, DOR websites, Comprehensive Plans, Budgets, Audits, DCA financial (RLGF) and management (GOMI) reports, GEFA-UNC water/sewer data, UGA CVIOG Tax and Expenditure Data, US Census demographic and economic/employment reports, DOT road reports and maps, relevant State laws, and city/ county ordinances.

The work product will be a report on the specific services and funding practices that constitute funding inequities, service duplication, double taxation, and improper use of county insurance premium taxes. The report will present steps that could be taken to remedy tax inequities including an estimate of taxes that should be adjusted or taxing

districts that could be established. The report will include an executive summary; key findings for inequitable services such as fire, roads, sanitation, etc.; and supportive attachments.

Brown Pelican Consulting services will be provided based on fees of \$125 per hour of actual work performed. The City will be invoiced only for actual hours incurred, lodging, travel miles (\$.55 per mile from and return to Savannah), and direct nominal costs such as printing and binders. Work hours and expenses will be provided in detail on invoices to the Cities. Cities' shares of invoice costs will be determined by the Cities. Brown Pelican LLC is registered with the GA Secretary of State, licensed in the City of Savannah, insured, enrolled in Federal E-Verify, and prepared to sign a SAVE affidavit.

Services will be principally performed by Michael Brown. Analysis may also be provided through the firm by Richard Evans and James Burgess with assistance of Linda Lee Brown. (See biographies in our website: [brownpelicanconsulting.com](http://brownpelicanconsulting.com).)

Actual work would commence about a month after authorization by the Cities, and the work would be completed in approximately two months from commencement. (We will strive to provide more-limited, immediate assistance if needed.) Prior to the start and at the completion of the report we would be pleased to meet with the Cities' representatives - at the option of the Cities. Also, we are prepared to assist the Cities in future SDS requirements, and these would be additional hours of service and would be subject to scheduling.

Please let me know if you have any questions about or modifications to this proposal. If the proposal is acceptable, please let me know and include in that communication the authorization to commence work for the City.

I look forward to hearing from you. Thank you for your consideration.

Sincerely,

*Brown Pelican Consulting LLC  
by Michael B. Brown*

Michael B. Brown  
Brown Pelican Consulting LLC  
P.O. Box 14314  
Savannah GA 31416  
912-308-9669  
912-308-7884  
[mbrown@brownpelicanconsulting.com](mailto:mbrown@brownpelicanconsulting.com)

**SERVICE AGREEMENT**

Service Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Brown Pelican Consulting LLC (hereinafter "Contractor") and the City of Hogansville GA, and the City of West Point GA (hereinafter "the Cities").

WHEREAS, Contractor is engaged in the business of consulting services regarding municipal services (hereinafter "Consulting Services"); and

WHEREAS, Contractor wishes to perform Consulting Services for the Cities;

WHEREAS, the Cities wish to engage Contractor to provide certain Consulting Services; and

WHEREAS, Contractor is willing and able to render said services; and

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Contractor agrees to render Consulting Services to the Cities as set forth in the Statement of Work attached hereto as Exhibit "A" and incorporated herein by reference. Work products of these services including review and analysis of the Troup County and Cities' Service Delivery Strategy, with associated documents and data shall become the property of the Cities. Contractor is providing research, advice, and technical assistance; acceptance or use of consultant's recommendations are at the option of the Cities.

2. Compensation.

a. Fee. In consideration for the Services, the Cities shall pay to Contractor a fee of *One Hundred and Twenty-five dollars* per hour (\$125.00) for Service Delivery Strategy Analysis and report preparation. On site consulting/negotiation services will be at the rate of \$500 per half day or \$1000 per day, plus expenses.

b. Time: Service fees will be in accordance with the tasks in Exhibit A. Contractor shall maintain a record of hours worked and work tasks performed, including a listing of work delivered or accomplished during that time period such as data sheets, tables, charts, and draft documents. At the conclusion of each billing period, Contractor shall provide to the City Managers a written report of work tasks performed and hours of services, and service fees that were incurred during that billing period.

c. Expenses: Contractor shall be entitled to reimbursement for reasonable expenses for direct lodging costs, mileage at the rate of \$.55 per mile, and other reasonable, direct expenses such as printing, and materials.

d. Manner of Payment. Contractor shall periodically prepare and submit an invoice to the City Managers with the work report under subheading "2.b. and c." Contractor shall submit supporting documentation as may be required by Cities. The City will not be initially invoiced until the substantial completion and delivery of the report. Compliant invoices shall be paid promptly and not later than thirty (30) days after submission of the invoice.



3. Relationship of Parties.

a. Independent Contractor. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Contractor and the Cities. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Cities and Contractor. It is expressly agreed that Contractor is acting as an independent agent and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the Cities including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Cities.

4. Term. This Agreement shall become effective as of the date set forth above and shall continue in effect through December 31, 2020 or the filing of a Service Delivery Certificate to the GA Department of Community Affairs, whichever shall come first.

5. Termination. Either party shall have the right to terminate this Agreement as follows:

a. If the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

i. If the Cities fail to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

ii. If the Contractor shall fail to comply with any term, provision, covenant or warranty made under this Agreement.

b. Compensation in the Event of Termination. If this Agreement is terminated, Contractor shall receive compensation for the actual hours of work performed through the effective date identified in the termination notice.

6. Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Contractor shall immediately cease providing the Services hereunder and shall deliver promptly to the Cities all property relating to the Services and any Work Product covered by this Agreement. Work Product shall include, but not be limited to all written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Standard of Performance and Compliance with Applicable Laws. Contractor agrees to perform in a diligent, efficient, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement. Contractor will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to

the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

8. Conflicts of Interest. Contractor warrants and represents that:

- a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing, and Contractor shall not take any employment during the course of this engagement which would create an actual or apparent conflict; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Proprietary Information. Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the Cities including, but not limited to, information concerning Cities, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

The Cities acknowledge that they may have access to and become acquainted with confidential and other information proprietary to the Contractor including, but not limited to, information concerning the Contractor, its operations, customers, business and financial condition, as well as information with respect to which the Cities has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). To the extent allowed by law, the Cities agree not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, if marked confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of the Cities under this section shall survive the termination of this Agreement.

10. Assignment. The Contractor shall not assign this Agreement without the prior express written consent of Cities.

11. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City of Hogansville:  
City Manager  
400 E Main St  
Hogansville GA 30230-1196

If to the City of West Point:  
City Manager  
730 1st Avenue  
P.O. Box 487  
West Point, GA 31833

If to Contractor:  
Michael B. Brown  
P.O. Box 14314  
Savannah GA 31416  
Phone: 912-308-9669

With copy to:  
Stephen F. Greenberg  
Attorney at Law  
Weiner Shearouse Weitz Greenberg & Shawe  
14 East State Street, Savannah, GA 31401

13. Governing Law and Consent to Jurisdiction. This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

14. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

[Continued on the Next Page]

**City of Hogansville, Georgia**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_



**City of West Point, Georgia**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_



**BROWN PELICAN CONSULTING LLC**

By: \_\_\_\_\_

Michael B. Brown

Date: \_\_\_\_\_

## EXHIBIT "A"

### STATEMENT OF WORK

Primary work will be the review of the current Troup County / Cities Service Delivery Plan to help insure that County and city services are provided in compliance with the service delivery statute which requires that county and city services are not duplicative and that taxpayers do not pay twice for the same service.

The service review will address County and City services, geographic service areas, and sources of program funding. The review will identify County services that are primarily of benefit to unincorporated area residents and businesses. The review will verify county-wide services receiving joint County and City appropriations. The report will recommend steps so that such unincorporated area services and jointly funded services are paid for by county unincorporated area assessments, fees, and property taxes.

Analysis will be based on a three-year history of services, expenditures, revenue sources, property tax digests, and millage rates. Data sources will include County / City websites, DOR websites, Comprehensive Plans, Budgets, Audits, DCA financial and management reports, UGA CVIOG Tax and Expenditure Data, US Census demographic and employment reports, DOT road reports and maps, and City / County code enforcement ordinances.

The work product will be a report on the specific funding practices of the County or the City which constitute funding inequities, service duplication, or double taxation. The report will present steps that could be taken to remedy tax inequities including an estimate of taxes that should be adjusted or taxing districts that could be established.

The report format will include an executive summary, key findings for inequitable services such as fire, roads, solid waste, recreation, etc., and supportive attachments.