

GOVERNMENT AFFAIRS CONSULTANT PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

Kash Trivedi, "Consultant" is hereby engaged as a government affairs consultant for a period of twelve months. During the term of this contract the Consultant shall represent the City of Smyrna before the Georgia Legislature and the Executive Branch. As a part of this general representation, and in addition to other issues concerning the City, the Consultant shall focus on procuring state funds and assistance. The services of the government affairs consultant are to be strictly before the Georgia General Assembly, Administration and State departments. There will be no federal government activity unless otherwise agreed upon by the parties.

FEES:

The Consultant shall be paid in monthly installments, due by the tenth day of each month the sum of \$5,000.

LENGTH OF CONTRACT:

The term of this agreement begins September 1, 2023 and continues unless August 31, 2024 as provided herein.

TERMINATION CLAUSE:

Either side may terminate this agreement with thirty (30) days written notice. Any outstanding invoices of either party owed by the other will be pro-rated and paid immediately.

CONFIDENTIALITY AGREEMENT:

"Consultant" guarantees the confidentiality of all proprietary information.

- a) "Proprietary Information" means information related to the CLIENT (1) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by the other persons who can obtain economic value from its disclosure or use; and (2) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Assuming the foregoing criteria are met, Proprietary Information includes, but is not limited to, technical and non-technical data related to the formulas, patterns, designs, complications, programs, methods, techniques, drawings, processes, finances, donors, and employees of the Corporation or its affiliates. Proprietary Information also includes information, which has been disclosed to CLIENT by a third party and CLIENT is obligated to treat as confidential.
- b) All Proprietary Information and all physical embodiments thereof received or developed by "Consultant" while employed by CLIENT are confidential to and are and will remain the sole and exclusive property of the CLIENT. Except to the extent necessary to perform the duties assigned to them by the CLIENT, "Consultant" will

hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof and may in no event take any action causing or fail to take action necessary in order to prevent, and Proprietary Information disclosed to or developed by “Consultant” to lose its character or cease to qualify as Proprietary Information.

- c) In any event upon termination of the contract with “Consultant”, Consultant will promptly deliver to the CLIENT all property belonging to the CLIENT, including without limitation, all Proprietary Information (and all physical embodiments thereof) then in his custody, control or possession.

CONTRACT:

- This contract is only assignable by Consultant to an entity affiliated with Consultant.
- This Agreement is the sole and only agreement between the parties for this project.
- This agreement shall be governed by the laws of the State of Georgia.

Signed and Agreed to:

Signed and Agreed to:

By:

By:

Derek Norton, Mayor
City of Smyrna, Ga.
2800 King Street SE
Smyrna, Ga 30080

Kash Trivedi, Consultant
3580 South Sherwood Road
Smyrna, Ga 30082
(229) 506-3271

Date: _____

Date: _____

ATTEST:

CITY SEAL:

Heather K. Peacon-Corn
City Clerk, City of Smyrna