

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

This Consultant Agreement ("Agreement") is made as of the 1st day of January 2025 between the local government of Rockdale County Georgia, Rockdale County Georgia Extension Services, (hereafter "County") and Roots of Life, LLC (Michael D. Brown, President) (hereafter "Consultant"), collectively referred to as the "Parties," individually may be referred to as "Party."

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Consultant

1.1 Scope of Services

During the term of this Agreement, Consultant shall provide the Rockdale County Georgia Extension Services professional support services described in Exhibit "A", attached hereto and made a part hereof, which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services

Consultant shall determine the method, details and means of performing the services described in Exhibit "A."

1.3 Periodic Progress Reports

Consultant shall provide periodic progress updates at the discretion of the County on a bi-weekly or monthly basis on a date, time and place mutually agreed to by the parties.

1.4 Expenses

Consultant shall be responsible for all expenses incurred by Consultant unless approved by the County in writing prior to incurring the expenses.

2. Non-Employment Relationship between County and Consultant

2.1 Consultant Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Consultant for any purpose. Consultant shall have no claim against the County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Consultant Service Agreement shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Consultant will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for the Consulting Fees and all payments to Staff, if any. Consultant shall also be responsible for all statutory insurance and other benefits required by law for Consultant and Staff and all other benefits promised to Staff by Consultant, if any. Consultant shall provide the County with a completed W-9 form.

2.3 Confidentiality

The Parties agree that during the term of this Agreement, the Parties may disclose confidential information to the other Party. Parties agree not to disclose any confidential information to third Parties without the express permission of the other Party. Information designated as confidential information shall remain confidential until the Parties designate it otherwise or until the information becomes public through no fault of the other Party.

3. Warranties

3.1 Consultant Warranties

Consultant warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Consultant and any third party. If a license is required, Consultant warrants that they are licensed to perform the agreed-upon services enumerated in this Agreement, and covenants that Consultant shall maintain all valid licenses, permits and registrations to perform the agreed-upon services and on behalf of its employees and subagents. Further, Consultant warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Consultant shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Consultant will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. County Prohibitions to Create a Safe Work Environment

4.1 Drug/Alcohol — Free Workplace

Consultant and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement. Consultant, and all Staff, if any, shall also adhere to the County's policies which prohibit the use of any alcohol products while on the premises.

4.2 Prohibition on Unlawful Discrimination and Harassment

Consultant does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. Consultant prohibits unlawful discrimination or harassment, including sexual harassment. Consultants and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the County.

5. Term and Termination

5.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for a twenty-four (24) month (“Term”) from the date of this Agreement through December 31, 2027. This Agreement shall automatically renew at the end of each renewal term unless terminated as provided below.

5.2 Termination by Either Party

Either Party may only terminate this Agreement for non-performance.

Merger

5.3

This Agreement shall not be terminated by the merger or consolidation of the County into or with any other entity.

5.4 Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

<u>County:</u>	<u>Consultant:</u>
Brittany Teets 1127 West Ave. SW Conyers, GA 3012	Michael Brown Roots of Life, LLC 1564 Sugarmaple Lane Conyers, GA 30094 EIN:86-2089589

6. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

7. Indemnification

Consultant hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Consultant, its agents, employees, subcontractors, or others working at the direction or on behalf of Consultant. Consultant's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

8. Waiver

The waiver by County of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms in this Agreement.

9. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

10. Publicity

Consultant and County shall not release, without prior written approval, from the other Party, any publicity regarding the program or services provided herein, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for either Party, identifying either Party receiving goods or services under this Agreement.

11. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Georgia. Venue shall be in any court of competent jurisdiction in Rockdale County, Georgia.

12. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement.

13. Insurance

Contractor shall maintain insurance throughout the term of this Agreement that is consistent with industry standards.

14. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. A scanned and/or photocopy of this document carries the same validity of an original agreement.

15. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

16. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

17. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision

18. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the County and Consultant and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. The County and Consultant affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

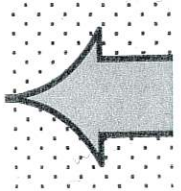
19. Payment Terms

County shall pay Consultant a fixed total not-to-exceed amount for the performance period is \$40,000. Billing will be every thirty (30) days in the fixed amount of three-thousand three hundred thirty-three dollars and thirty-three cents (\$3,333.33) for twenty four months. This contract shall automatically renew after a 24 month period.

Wherefore, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

INSERT VENDOR NAME HERE

ROCKDALE COUNTY, GEORGIA



By: _____

By: _____

Osborn Nesbitt, Sr., Chairman

Michael D. Brown, President
Name & Title (Typed or Printed)

Federal Tax I.D. Number: 86-2089589

Attest:

Jennifer Rutledge, Executive

Director/County Clerk

Approved As to Form:

M. Qader A. Baig, County Attorney

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Exhibit A

Roots of Life Farms and Gardens, LLC aims to develop a community demonstration garden in Rockdale County that serves as a model of sustainability, education, and community involvement. Through thoughtful planning, community collaboration, and innovative practices, this garden will enhance local food systems and enrich the lives of community members.:

I. VISION AND MISSION

Vision: Create a vibrant community demonstration garden that fosters environmental stewardship, education, and local agriculture in Rockdale County.

Mission: To engage the community through hands-on agricultural education, promote sustainable practices, and support local food systems while emphasizing youth involvement.

II. OBJECTIVES

1. Educate community about gardening, sustainability, and healthy eating.
2. Develop a community farmer's market that supports local food producers.
3. Demonstrate agrivoltaics technology for efficient water management and renewable energy.
4. Provide a gathering space for educational workshops and community events.

III. PROJECT SCOPE

CREATE Garden Sections to include but not limited to:

1. **Youth Edible Plants Teaching Garden and Outdoor Kitchen**
2. **Volunteer Garden for Community Farmers Market**
3. **Agrivoltaics Demonstration Area**
4. **Covered Pergola for Seminars and Events**

IV. Design Layout

- ****Garden Sections:****

- Create distinct areas for teaching, volunteering, agrivoltaics, and events.
- Plan for accessibility and open pathways to encourage movement and interaction among participants.

V. Youth Edible Plants Teaching Garden

A. Purpose- Hands-on education for youth about planting, maintaining, and harvesting edible plants.

1. Low-Cost Outdoor Kitchen
- 2. A simple outdoor kitchen equipped with basic cooking tools.
3. Space for cooking demonstrations and nutritional education.

B. Activities:

1. Workshops on planting seasonal crops, composting, and cooking with fresh ingredients.

*****Budget Considerations***:**

Allocate funds for soil, seeds, tools, and kitchen equipment.

VII. Volunteer Garden and Community Farmers Market

A. Objective: Strengthen community ties and provide fresh produce while educating people about sustainable agriculture.

- ****Volunteer Opportunities:****

- Local residents can contribute labor to maintain the garden and grow produce.

B. Farmers Market Development:

1. Select a designated area for market stalls to sell produce.

2. Schedule regular market days to encourage local commerce.
3. Marketing
 - a. Use social media and local advertising to promote market days and produce.

****Budget Considerations:****

- Resources for marketing materials, seeds, and tools.

VII. Agrivoltaics Demonstration Area

A. Function: Educate visitors about sustainable energy practices and efficient water management.

Features:

1. Install solar panels to power battery-operated farm tools and irrigation systems.
2. Set up a rainwater collection system for irrigation.

B. Educational Component:

1. Provide informational signage explaining the benefits and workings of agrivoltaics.

****Budget Considerations:****

Initial investment for solar panels, batteries, irrigation setup, and educational materials.

VIII. Covered Pergola Area for Educational Seminars

A. Design: A shaded structure for hosting workshops, events, and community gatherings.

B. Features:

Seating for participants and an area for presentations.

C: Workshop Topics:

1. Offer seminars on topics including sustainable gardening, nutrition, home canning, and agrivoltaics.

****Budget Considerations:****

Costs for construction materials, seating, and equipment for presentations.

IX. Community Engagement and Partnerships

A. Local Schools and Organizations:

1. Collaborate with schools to integrate the garden into their curriculum.
2. Partner with community organizations focused on community development and nutrition.

B. Volunteer Recruitment:

1. Use flyers, community boards, and social media to attract volunteers.

C. Community Events

1. Host seasonal events, harvest festivals, and educational fairs to enhance community involvement.

X. Funding and Budget

A. Grant Opportunities

Research local and federal grants supporting community gardens, education, and sustainability initiatives to supplement continued operations, program growth and development beyond these initial funds establishing the demonstration garden.

B. Community Events:

Organize events such as community garden groups events, Masters Garden programming and garden tours to promote health and wellness.

C. In-kind Contributions:

- Seek donations from local businesses for materials, tools, and expertise.

XI. Implementation Timeline

- Phase 1: Project Planning, Stakeholder Engagement, Identify Supporting Sources
- Phase 2: Site Preparation, Construct Necessary Structures, Initial Planting
- Phase 3: Expand Planting Activities, Launch Farmers Market, Host Workshops and Events

XII. Evaluation and Sustainability

A. Monitoring and Assessment

1. Regularly evaluate the success of each garden section and adapt strategies.
2. Community Feedback- Gather feedback through surveys and community meetings to understand participants' needs.

B. Sustainable Practices

1. Promote continuous learning and adaptation techniques for long-term success in the garden.