

## AN AGREEMENT BETWEEN TCG GEORGIA LLC, THE DEVELOPMENT AUTHORITY OF COWETA COUNTY AND THE COWETA COUNTY DEVELOPMENT AUTHORITY

This Agreement is between **TCG Georgia LLC d/b/a The Chason Group** (hereinafter referred to as “The Chason Group”), based in Cartersville, Georgia and organized under the laws of the State of Georgia, and the Development Authority of Coweta County and the Coweta County Development Authority, based in Newnan, Georgia (hereinafter referred to as the “Authority”), a non-profit entity established by the laws of the State of Georgia.

The parties agree as follows:

### **Section 1. Effective Date.**

The effective date of this Agreement is June \_\_, 2023.

### **Section 2. Scope of Services.**

The Chason Group agrees to:

- Conduct an executive search for an economic development Project Manager.
- Serve as the key contact for candidates throughout the search process to ensure professional service and confidentiality.
- Rejuvenate / build a position description based on input from the President and TCG’s expertise in working with economic development organizations.
- Develop a weighting scale, sometimes called a profile or assessment tool, to be approved by the President, that reflects the key competencies required of the position.
- Recommend a competitive compensation package based on similar size organizations.
- Work with the President to identify qualified candidates.
- Utilizing TCG’s extensive database of candidates, contact professionals who may match the needs of the organization.
- Promote the position through appropriate channels, including but not limited to, professional associations, personal contacts, social media, and websites.
- Develop and distribute an application for qualified candidates to complete as a part of the selection process.
- Review resumes and applications utilizing the approved weighting scale.
- Conduct financial, criminal, and education background checks on the leading candidate(s) selected by the organization.
- Provide a Briefing Book to President, to include a resume of each qualified candidate selected for interviews, a detailed application and suggested interview questions.
- Arrange dates, times, and location(s) for interviews and meetings.
- Lead and facilitate virtual and/or onsite conversations with candidates selected.
- Provide a homework assignment (presentation) for the candidate(s) chosen to return for a second interview with the President (assessment tool for presentation and other skill sets).
- Facilitate compensation discussions between final candidate and the President.
- Assist the President and the candidate selected with the onboarding process.
- Serve as advisors to the President during the search process *and beyond*.

The Authority agrees to:

- Involve The Chason Group in all strategic planning meetings related to the development and growth of the organization as deemed appropriate by the President.
- Work with The Chason Group in a timely manner to arrange appropriate meetings, interviews, and on-site visits when necessary to achieve the intent of the Scope of Services.
- Accept responsibility for all legal requirements as required by the charter, bylaws and/or policies of Authority, to include but not limited to, Notification of Meetings, Open Meetings, Executive Sessions, and release of candidate names.
- Allow The Chason Group to utilize the organization's logo for promotional purposes related to this position and as a client of The Chason Group.
- The Authority agrees not to employ any candidate presented in writing by The Chason Group as an applicant or any consultant of The Chason Group for three years from the signing date of an agreement between the two parties without the expressed written approval of The Chason Group.

**Section 3. Compensation for Services.**

For the complete Scope of Services identified in Section 2 of this Agreement, the fee is \$16,500.00 plus expenses\*.

\*Plus, expenses. Expenses may include: lodging, meals and travel, job posting costs, delivery charges, printing, and other normal business expenses required. The Chason Group will make all attempts to utilize the most economical prices and time efficient means to keep costs to a minimum. A cap of \$2,000 for the executive search expenses is suggested.

Cost of candidates traveling for an interview will be in addition to The Chason Group's expenses – depending on the candidate's current location. Should expenses exceed this amount, The Chason Group must seek written approval from the Chair of the Search Committee prior to the additional expense(s).

**Payment Schedule**

|   |              |
|---|--------------|
| Payment One - Initial Payment Due Upon Signing of Agreement   | (25% of fee) |
| Payment Two – Completion and Presentation of Phase One Report | (25% of fee) |
| Payment Three – Presentation of Candidates for Interviews     | (25% of fee) |
| Payment Four – Within 10 days after executive's start date    | (25% of fee) |

The Chason Group shall submit to the Authority an invoice at the time each payment is due. The Authority shall pay each invoice within ten (10) calendar days of its receipt of each invoice.

**Section 4. Additional Terms.**

The Chason Group offers a one-year guarantee. Should the candidate selected for the position resign or be terminated by the Authority for reasonable cause within the first 12 months from the date of employment, The Chason Group will conduct another search at no additional fee, excluding expenses such as background checks, travel, and normal business costs. The organization is required to initiate

the replacement search within 60 days of the date of departure of the executive. The Chason Group shall only provide one search for a replacement candidate.

The Chason Group further commits to not solicit the successful candidate for the leadership position for a minimum of three years from the date of employment, unless a) the individual has been terminated by the President or an official vote of the Authority's Board of Directors, or b) an authorized member of the organization grants permission in writing for the candidate to seek another position through The Chason Group.

Should The Chason Group not identify a candidate acceptable to the organization within 180 days of the signing of an agreement, only the first three payments will be required plus payment for expenses. The fourth payment will be waived and the agreement between the two parties may be terminated.

**Section 5. Term.**

The term of this Agreement shall be one hundred eighty (180) days, commencing on the date of the signing of this Agreement, and ending at 11:59 pm on the 180<sup>th</sup> day, at which time this Agreement and the parties' respective obligations under this Agreement (except for those obligations which expressly shall survive termination, as provided in this Agreement) shall terminate absolutely and without further obligation on the part of either party.

**Section 6. Notices.**

Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing (unless provided otherwise herein), signed by the parties giving such notice, and shall be delivered personally or sent by registered or certified United States Postal Service mail, postage pre-paid, as set forth below:

If to The Chason Group: TCG Georgia LLC d/b/a The Chason Group  
40 Westchester Drive  
Cartersville, Georgia 30120  
ATTN: Mr. Tim L. Chason, President

If to the Authority: Development Authority of Coweta County  
19 C Jefferson Street  
Newnan, GA 30263  
ATTN: Sarah Jacobs, President & CEO

The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, demand, or statement.

**Section 7. Force Majeure.**

Neither party will be in breach of or in default under this Agreement on account of and will not be liable to the other party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- a) notify the other party of the Force Majeure Event and its impact on performance under this Agreement; and

- b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

**Section 8. Governing Law.**

This Agreement shall be governed by the laws of the State of Georgia, and the parties agree that any legal actions hereunder shall be brought exclusively in the State or Superior Courts of Bartow County, Georgia, and the parties hereby consent to the jurisdiction and venue of said courts.

**Section 9. Amendments, Termination, Extension(s), Cancellation.**

This Agreement may be modified or amended only in writing by signatures of authorized representatives of both parties.

**Section 10. Severability.**

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

**Section 11. No Assignment.**

Neither party shall have any right to assign its respective rights or obligations under this Agreement. Notwithstanding the foregoing, The Chason Group shall be entitled to utilize the services of its own subcontractors and agents in providing services under this Agreement, but The Chason Group shall remain liable to the Authority for all acts and omissions of The Chason Group's subcontractors and agents.

**Section 12. Entire Agreement.**

This Agreement constitutes the final Agreement of the parties. It is the complete and exclusive expression of the parties' Agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and Agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Agreement by, and neither party is relying on, any statement, representation, warranty, or Agreement of the other party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

**Section 13. Headings.**

The descriptive headings of the sections and subsections of this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

**Section 14. Necessary Acts; Further Assurances.**

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

**Section 15. Warranty of Authorities.**

The parties signing this Agreement have been authorized to do so by their respective organization or business.

IN WITNESS WHEREOF, the parties have hereunto caused their respective authorized agents to set their hands and affix the parties' respective seals, on the date written below.

**TCG Georgia LLC d/b/a The Chason Group**

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

Name: Tim L. Chason, President

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

**Development Authority of Coweta County  
Coweta County Development Authority**

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

Name: Sarah Jacobs, President and CEO

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