



# PROPOSAL

TO: Camden County Government  
FROM: Tim Fleming & Chuck Harper  
DATE: January 29, 2021  
SUBJ: Lobbying for Spaceport Camden

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Thank you for the opportunity to submit a proposal for lobbying services for the Spaceport Camden project. We look forward to continuing our conversation and finalizing an agreement that best serves your goals.

## **THE LIVE OAK ADVANTAGE: OUR SERVICES**

Live Oak Public Strategies is a team of highly skilled government relations, policy, and strategic public affairs professionals that provide clients an unparalleled level of knowledge into the Georgia's legislative and executive branches of government. Live Oak is led by Tim Fleming and Chuck Harper.

Tim Fleming is the former Chief of Staff to Georgia Governor Brian Kemp. Fleming previously served as Deputy Secretary of State within the Georgia Secretary of State's Office and Campaign Manager for the Kemp for Governor Campaign. A lifelong resident of Newton County, Fleming served as a Newton County Commissioner from 2009 to 2013 and holds a bachelor's degree in Political Science from the University of Georgia.

Chuck Harper is the former Deputy Chief of Staff to Georgia Governor Brian Kemp. Harper previously served in the Georgia House of Representatives representing Carroll

County. He holds a bachelor's degree in Political Science from the University of West Georgia and he and his family reside in Carrollton Georgia.

**Our services include:**

- Executive Branch Government Relations in Georgia
- Strategic Public Affairs Guidance for Governor's Office & All State Agencies
- Policy and Legislative Expertise & Guidance

**SCOPE OF WORK**

Live Oak proposes a scope of work that focuses on promoting the Spaceport Camden project to ensure project completion.

**PROPOSED COMPENSATION**

For the consulting services described above, Live Oak proposes the following compensation terms:

**GOVERNMENT RELATIONS CONSULTING**

- Three (3) month contractual engagement.
- \$7,500 per month consulting fee, payable on the 1st of each month.
- Pre-approved expenses, as necessary.

## INDEPENDENT CONTRACTOR SERVICE AGREEMENT

**Live Oak Public Strategies, LLC**, a Georgia limited liability company with its principal place of business at 2149 Floyd Street, Covington, GA 30014 (“Company”), and **Camden County Board of Commissioners**, a Georgia county government with its principal place of business at 200 East Fourth Street, Woodbine, GA. 31569 (“Client”), agree to the terms of this Independent Contractor Service Agreement (the “Agreement”) effective as of February 1, 2021 (the “Effective Date”) and continuing until terminated as provided herein. Company and Client are referred to collectively as the “Parties” and individually as a “Party.”

### 1. Services.

a. During the Term, as defined below, Company will provide strategic advice to and lobbying services for Client. Strategic advice and lobbying services include, but are not limited to, the following areas: Providing insight to Client about the operations of Georgia government and, as needed, representing Client’s interests before state legislators and agencies (the “Services”).

b. Client shall not control the manner or means by which Company performs the Services. Company has the sole right to control and direct the manner, means, and method by which the services will be performed. Company may select the start and stop time, days of work, and the order in which the work is performed.

c. Company has the right to hire individuals as subcontractors or to use employees to provide the services required by the Agreement. Company is solely responsible for all costs associated with its employees or subcontractors.

d. Company has the right to perform services for others during the term of the Agreement, so long as those services are not inconsistent with the interests of Client.

2. Term. The term of Company’s engagement under this Agreement will commence on the Effective Date and continue for three (3) months or when the Client or Company terminates the engagement for any reason. Either Client or Company may terminate the engagement at any time for any reason or for no reason, with or without cause, and with or without following any particular process or policy; provided, however, that a Party must give five (5) days’ advance written notice of such termination. However, if Company is convicted of any crime or offense, files for bankruptcy, fails or refuses to comply with the reasonable directive of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, Client may at any time terminate the engagement of Company immediately and without prior written notice to Company. The period during which Company is engaged from the Effective Date through the termination of the engagement is referred to as the “Term.”

3. Fees and Expenses.

a. As full compensation for the Services and the rights granted to Company in this Agreement, Client shall pay Company compensation according to the following terms:

i. Seven thousand five hundred dollars (\$7,500.00) payable on the first day of each month during the Term.

b. Unless otherwise agreed, Company is solely responsible for any travel or other costs or expenses incurred by Company in connection with the performance of the Services except those reasonable expenses related to the Services, which will be reimbursed by Client.

4. Intellectual Property Rights. Client does not, by reason of this Agreement, grant to Company any right or license under any patent, trade secret, or any other proprietary property of Client. Nothing herein will be construed as limiting Client's rights to use, license, transfer, or market any materials.

5. Independent Contractor. At all times relevant to this Agreement, Company will be an independent contractor, meaning it will not be an employee of Client, nor will Company be entitled to participate in any Client employee benefits program or otherwise be treated like a Client employee. Company will not have authority to bind Client to any contract or agreement of any kind, and will not be able to hold itself out to any party as having such authority. Company will be solely responsible for the payment of its own federal, state, and local income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes Company may owe. Company will be solely responsible for obtaining workers' compensation insurance for its operations (if applicable). Company will maintain all required licenses, business permits, and certificates required to perform the Services. Company and its employees will not be eligible for any employee benefits provided to Client employees.

6. Indemnification.

a. With respect to claims, lawsuits, or proceedings by a person or entity other than a Party hereto against Client regarding the means or manner in which Company performs the Services, including, but not limited to, allegations that Company's performance of Services violated federal or state lobbying laws, Company assumes the entire responsibility and liability for all claims, losses, damages, fees (including reasonable attorneys' fees), and other costs arising out of such allegations to the extent caused by the negligence, gross negligence or intentional misconduct of Company and Company agrees to protect, defend, indemnify and hold harmless Client against all such claims, losses, damages, fees, and other costs.

b. With respect to claims, lawsuits, or proceedings by a person or entity other than a Party hereto against Company regarding its actions on behalf of Client while providing the Services, Client assumes the entire responsibility and liability for all claims, losses, damages, fees (including reasonable attorneys' fees), and other costs arising out of such allegations to the extent caused by the negligence, gross negligence or intentional misconduct of Client and Client agrees to protect, defend, indemnify and hold harmless Company against all such claims, losses, damages, fees, and other costs.

7. Severability. If a court or other tribunal determines that any of the restrictions contained in this Agreement are unenforceable by reason of their extent, duration, scope, or otherwise, the court or tribunal may modify the restrictions, but only to the extent necessary to render them enforceable, and, in their modified form, may enforce the restrictions. Alternatively, if the court or tribunal declines to modify the restrictions, the court may sever the portions of the restrictions that the court or tribunal determines are unenforceable and enforce the remainder of the restrictions.
8. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the Parties and supersedes any previous discussions, understandings, and agreements. This Agreement is construed as though it is drafted by both Parties. Further, it is the express understanding of both Parties that all changes, alterations, modifications, and supplemental agreements will be in writing and will be signed by both Parties hereto.
9. Applicable Law. This Agreement will be construed, controlled, and interpreted according to the laws of the State of Georgia, without reference to Georgia's conflicts of law principles.
10. Dispute Resolution. Any disputes or controversies arising out of the terms of this Agreement or its interpretation shall be settled according to Georgia law, without regard to any conflicts of law principles, and the forum for such disputes or controversies shall be exclusively in the state and federal courts of Newton County, Georgia.
11. Waiver. Any waiver or any right under this Agreement will not be construed as an ongoing or continuing waiver of the same or any other right, unless such waiver is in writing signed by the waiving party.
12. Notice. All communications required or otherwise provided under this Agreement will be made in writing and will be deemed given when delivered by hand, by confirmed fax, by courier or express mail, or by registered or certified United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

**LIVE OAK PUBLIC STRATEGIES, LLC**

**Camden County Board of Commissioners**

By: 

By: 

Date: 2/1/21

Date: 2/3/21