

# **SERVICES AGREEMENT**

## **Palmetto Agricultural Consultants, LLC and Anderson County**

This Agreement is entered into by and between Palmetto Agricultural Consultants, LLC and Anderson County. The effective date of this Agreement is November 1, 2008 and shall expire three years from the date of this agreement.

### **RECITALS**

Palmetto Agricultural Consultants, LLC agrees to provide consulting services to Anderson County.

### **AGREEMENT**

#### **1. TERM OF AGREEMENT**

Palmetto Agricultural Consultants, LLC hereby contracts with Anderson County for services as defined herein, such contract commencing on the Effective Date of this Agreement and terminating on the last performance day of the contract, unless extended by mutual Agreement of both parties or terminated as hereinafter provided.

#### **GENERAL PROVISIONS:**

- 1.1.1 LEGAL REPRESENTATION.** Each party acknowledges right to separate legal counsel in relation to this Agreement.
- 1.1.2 COMPLETE AGREEMENT OF THE PARTIES.** This document represents the complete Agreement of the parties and it supersedes any agreement that may have been made prior to this Agreement. This Agreement may be amended in writing by mutual consent of the parties to this Agreement.
- 1.1.3 ASSIGNMENT.** This Agreement may not be assigned unless such assignment is mutually agreed to by the parties to this Agreement.
- 1.1.4 BINDING.** This Agreement shall be binding upon both of the parties hereto.
- 1.1.5 GOVERNING LAW.** The parties hereby expressly acknowledge and agree that this Agreement is entered into in the State of SOUTH CAROLINA and,

**to the extent permitted by law, the Agreement shall be construed and enforced according to the laws of the State of SOUTH CAROLINA.**

- 1.1.6 **FAILURE TO OBJECT NOT A WAIVER.** The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.
- 1.1.7 **UNENFORCEABLE TERMS.** Any provision hereof prohibited or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 1.1.8 **EXECUTION IN PARTS OR PHASES.** This Agreement may be executed in parts or phases as may be defined in this Agreement and when so executed shall constitute one agreement binding on all parties.
- 1.1.9 **FURTHER ASSISTANCE.** From time to time each party shall execute and deliver such further instruments and shall take such other action as the other party may reasonably request in order to discharge and perform their obligations and agreements hereunder and to give effect to the intentions expressed in this Agreement.
- 1.1.10 **INCORPORATION BY REFERENCE.** All exhibits and attachments referred to in this Agreement are incorporated herein in their entirety by such reference.
- 1.1.11 **CROSS-REFERENCES.** All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement, and shall not be deemed to be references to any other transaction, agreement, or document.
- 1.1.12 **MISCELLANEOUS PROVISIONS.** The various headings and numbers herein and the grouping of provisions of this Agreement are for the purpose of convenience only. The language in all parts of this Agreement shall in all cases be construed in accordance to its fair meaning as if prepared by all parties to the Agreement and not strictly for or against any of the parties.
- 1.1.13 **CONFIDENTIALITY OF INFORMATION.** Both Parties agree to protect and to require all personnel to protect to the fullest extent required by law the confidentiality of the other party of information received in connection with the services provided.

2. SERVICES TO BE PROVIDED: Palmetto agrees to provide the following services:

**Begin the steps to implement the Farm to School program in Anderson County schools.**

**Implement/grow the Farm to Institution programs in Anderson County.**

**Begin the steps to create an Anderson County Food Cooperative including local farmers, local restaurant proprietors, institutional leaders and school officials.**

**Attempt to grow the number of Community Supported Agriculture systems in Anderson County beyond its current number (1-2 at present).**

**Coordinate farm sales to local restaurants through a constant stream of communication.**

2.1 ACCESS. Palmetto Agricultural Consultants, LLC shall be provided access to County facilities as required in performance of its duties.

2.2 VITAL SERVICES. Anderson County recognizes that the services under this Agreement are vital to Palmetto Agricultural Consultants, LLC and must be continued without interruption.

### 3. COMPENSATION.

In consideration for the services required herein, Anderson County agrees to compensate Palmetto Agricultural Consultants, LLC as follows: Palmetto shall perform and shall be paid by County for the services of its employee, Allison Schaum the rate of \$75.00 per hour for the first twelve months, and shall increase by \$10.00 per hour each succeeding year (year 1: \$75, year 2: \$85, year 3: \$95). Anderson County understands that Palmetto shall bill and Anderson County shall pay ½ the hourly rate for each additional employee of Palmetto beyond Allison Schaum.

Travel and out of pocket expenses incurred in relation to agreed project activities will be reimbursed by the County.

Palmetto shall invoice County monthly. Palmetto ensures that it shall properly document all work and expenses and such documentation shall be timely provided to County upon request.

### 4. INDEPENDENT CONTRACTOR.

In performing services and duties hereunder, Palmetto and any person acting on Palmetto's behalf shall do so as independent contractors and are not to be deemed employees or agents of Anderson County.

5. REMEDY FOR BREACH.

5.1 Each party acknowledges that the services to be rendered by it hereunder are of a special, unique, and extraordinary character which gives this Agreement a peculiar value to each. If County should terminate this agreement liquidated damages shall be immediately due and shall be computed as follows: by multiplying that year's and each following year's remaining months of the three year contract as if thirty hours per week had been invoiced for the work of employee Allison Schaum.

6. TERMINATION

6.1 CAUSES FOR TERMINATION. This Agreement shall terminate immediately upon the occurrence of any one of the following events:

6.1.1 The written agreement of the parties;

6.1.2 Either party commits a breach of duties hereunder, unless waived by the other party or cured by the breaching party within 10 days after the aggrieved party having given written notice thereof.

**IN WITNESS WHEREOF, the parties have executed the Agreement.**

PALMETTO AGRICULTURAL CONSULTANTS, LLC:

SIGNATURE: Allison Schaum

TITLE: Consultant, owner

DATE: November 1, 2008

ANDERSON COUNTY:

SIGNATURE: [Signature]

TITLE: County Administrator

DATE: November 1, 2008