

**DEVELOPMENT AUTHORITY OF FULTON COUNTY
SPECIAL CALL MEETING HELD ON
FRIDAY, SEPTEMBER 3, 2021 AT 10:00 A.M.
HELD VIA VIDEOCONFERENCE**

MINUTES

Present were the following Members of the Authority:

Mr. Michel M. Turpeau – Chairman
Mr. Brandon Beach – Vice Chairman
Mr. Kyle Lamont – Secretary
Mr. Sam Bacote – Treasurer
Mr. Tom Tidwell – Board Member
Ms. Jo Anna Potts – Board Member
Dr. Mike Looney – Board Member
Ms. Erica Long – Board Member
Mayor Mike Bodker – Board Member

Also present were Ms. Sandra Z. Zayac and Ms. Lauren W. Daniels, attorneys for the Authority, and Ms. Marva Bryan and Ms. Sabrina Kirkland, staff of the Authority.

Chairman Turpeau gave the invocation and called the meeting to order.

RECOGNITION OF VISITORS: Also present were Commissioner Hausmann, Ms. Jenn Thomas of Commissioner Morris’ office, Mr. Fed Hoffman of Commissioner Ellis’ office, Mr. Tad Leithead of Leithead Consulting, LLC and Mr. Scott Trubey of The Atlanta Journal-Constitution.

APPROVAL OF MEETING AGENDA: Upon a motion made by Chairman Turpeau, which was seconded by Vice Chairman Beach, the Authority unanimously approved the agenda as presented, which would include adding an announcement from the Treasurer after Items for Discussion/Approval.

PUBLIC COMMENT: Chairman Turpeau announced that the Authority’s staff had not received public comments in advance of this Special Call Meeting.

ITEMS FOR DISCUSSION/APPROVAL:

Approval of Interim Executive Director. Vice Chairman Beach led discussion by summarizing the process that had been conducted by the Interim ED Search Committee and the full Board to ultimately select Ms. Sarah-Elizabeth Langford as the sole finalist. Vice Chairman Beach reminded the Authority that information related to Ms. Langford being the sole finalist was posted on the Authority website on August 20, 2021, a copy of such posting which is attached hereto as “Exhibit A”. Upon a motion made by Vice Chairman Beach, which was seconded by Ms. Long and Mr. Lamont, the Authority voted to approve, with the exception of Mr. Bacote who abstained, Ms. Langford as the Interim Executive Director and the proposed employment agreement, attached hereto as “Exhibit B” (the “Interim ED Employment Agreement”).

Announcement from the Treasurer. Mr. Bacote announced that after serving on the Board for over a decade, he would be resigning to focus on his campaign for City Council District 5. Mr. Bacote commended the Authority’s work in making Fulton County prosperous, including expanding the tax base, bringing billions of dollars in new development, and creating new jobs. Mr. Bacote further commended the new leadership of the Authority, including Chairman Turpeau, for bringing greater transparency to the organization. The

Authority applauded Mr. Bacote for his service, mentorship, leadership and dedication to the Authority and Fulton County.

NEXT MEETING:

Chairman Turpeau announced that the Authority's next Regular Meeting is scheduled for Tuesday, September 28, 2021 via Zoom videoconference and teleconference. Chairman Turpeau reminded the public to visit the Authority's website at <http://www.developfultoncounty.com> for updates on upcoming meetings.

A motion to adjourn the meeting was made by Mayor Bodker, seconded by Vice Chairman Beach, and approved by all Members present.

There being no further business to discuss, the meeting was adjourned at approximately 10:24 a.m.

Kyle Lamont
Mr. Kyle Lamont, Secretary

Exhibit A

[Attached.]



Quick links:

- TEFRA Notices
- Monthly Meetings
- Archived Minutes|Agendas
- By-Laws / Policies
- FAQ
- News | Newsletter

DAFC Interim Executive Director Sole Finalist

After a thorough search to fill the position of Interim Executive Director, Development Authority of Fulton County (“Authority”) has selected Ms. Sarah-Elizabeth Langford as the sole finalist for that position. The Authority will consider this finalist at a special call meeting on September 3, 2021.

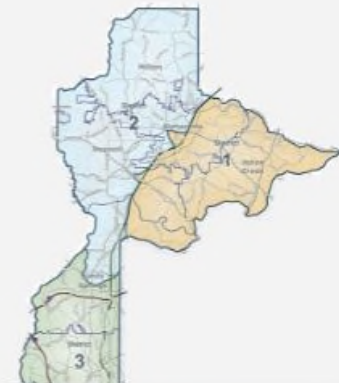
For more information on Ms. Langford, please [click here](#). For the Authority’s press release, please [click here](#). Ms. Langford’s resume may be obtained by contacting the Authority’s legal counsel via email at sandra.zayac@agg.com. Information regarding the ages, race, and sex of applicants considered for the position of Interim Executive Director will also be made available upon request.

CORONAVIRUS MESSAGE

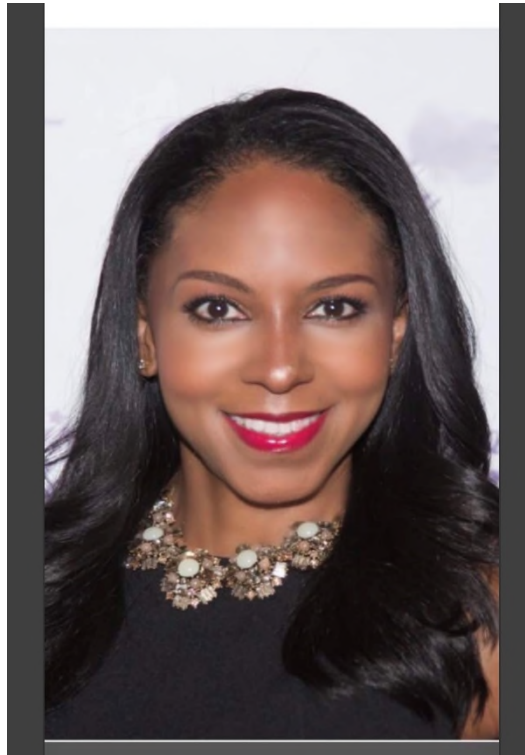
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concerns surrounding the spread of COVID-19 in Fulton County and communities and in furtherance of our commitment to the health and

SET YOUR SITES ON US



Sarah-Elizabeth Langford Overview



Professional Experience:

- President, Affordable Housing Developer, Five Points Development
 - April 2020 – Present
- Vice President of Government and Corporate Partnerships, Two One Technology
 - February 2017 – March 2019
- Director of Affordable Housing and Philanthropy, National Church Residences
 - August 2007 – June 2014
- Legislative Affairs Specialist, Office of the Chief Financial Officer, Office of General Counsel, Government of the District of Columbia
 - July 2003 – August 2007

Education:

- Juris Doctor, Howard University School of Law
- Bachelor of Arts in French, University of Michigan

Professional, Volunteer & Community Affiliations (selected past & present):

- Board Member, University System of Georgia Board of Regents
 - 2017 – Present
- Fulton Education Foundation
 - March 2020, Covid Committee
 - June 2021 – Present, President's Advisor
- Board Member, Georgia Early Education Alliance for Ready Students
 - 2017 – Present
- Board Member, Children's Museum of Atlanta
 - 2015 – Present
- Leadership Georgia
 - 2009
- Development Board Member, First Congregational Church UCC
 - 2011 – 2013

Development Authority of Fulton County Announces Sarah-Elizabeth Langford as Finalist for Interim Executive Director

Candidate Brings Extensive Experience in Affordable Housing Development, Government Affairs and Community Relations

ATLANTA (August 20, 2021) – The Development Authority of Fulton County (DAFC) Board of Directors announced Sarah-Elizabeth Langford as finalist for the position of Interim Executive Director. The Atlanta native and Howard University School of Law graduate brings nearly two decades of successful experience in affordable housing development, government affairs and community relations.

“Sarah-Elizabeth has both the experience and the drive to lead our development authority forward in our desired focus to create more economic development opportunities in South Fulton County, including quality, safe affordable housing to ensure community retention,” said Michel M. Turpeau, DAFC Board Chairman. “She understands how DAFC’s economic opportunities benefit the community beyond additional tax dollars and will work with the board as we seek to enhance our partnerships across Fulton County with all of our elected officials, business owners, educational institutions, developers and community members.”

Through her roles as president and affordable housing developer at Five Points Development and as the former Director of Affordable Housing and Philanthropy at National Church Residences, Langford has extensive experience advancing quality affordable housing to better serve the community. From determining feasibility, obtaining financing and capital, securing partners and building consensus among stakeholder groups, she has done it all from start to finish, always ensuring developments fit within a community’s existing goals in order to be successful. Being a consensus builder, Langford was able to overcome community opposition and navigate tense political climates in various cities across the Southeast to successfully complete more than \$100 million worth of affordable housing developments.

“Years ago, I realized I had a real passion for helping to create an environment where diverse stakeholder groups could work together bringing their passion and expertise to support opportunities to better serve our communities,” said Langford. “Throughout my career, I’ve focused on economic development as a means to serve people and communities. I look forward to keeping Fulton County competitive with other markets as we also seek to bring equitable economic opportunities and benefits to our diverse communities across Fulton County.”

Langford has also served as Vice President of Government and Corporate Partnerships for Two One Technology and early in her career was a legislative affairs specialist for the Office of the Chief Financial Officer and Office of General Counsel for the Government of the District of Columbia.

She currently serves as a board member on the University System of Georgia Board of Regents, Georgia Early Education Alliance for Ready Students and the Children’s Museum of Atlanta. She is also a Fulton Education Foundation President’s Advisor and a 2009 Leadership Georgia graduate.

Langford has a juris doctor from Howard University School of Law and a Bachelor of Arts in French from the University of Michigan. She is a member of Alpha Kappa Alpha sorority.

The DAFC Board of Directors will vote on the sole finalist at a special called meeting scheduled for September 3, 2021. More information on DAFC meetings can be found here [DAFC Media Minutes \(developfultoncounty.com\)](https://www.developfultoncounty.com).

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Exhibit B

[Attached.]



INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is entered into by and between the Development Authority of Fulton County (“**DAFC**”) and Sarah-Elizabeth Langford (“**Employee**”) upon the following terms and conditions, effective as of September 7, 2021 (“**Effective Date**”).

1. **Employment Position and Duties.**

- a. *Position.* DAFC shall engage Employee to work in the temporary position of Interim Executive Director of the DAFC, with a term to last no longer than 12 months, unless the parties expressly agree otherwise in a signed writing. Employee hereby accepts employment in such position, with the full knowledge and understanding of its temporary nature. Employee’s duties and responsibilities to DAFC shall include all those customarily attendant to the position of Executive Director, the duties outlined in Exhibit A, and such other duties and responsibilities as may be assigned from time to time by DAFC. The 12 month term is intended to be the outer limit of this employment relationship, and is not a guaranteed minimum term. This position is strictly at-will, and may be terminated by either party prior to the expiration of 12 months. However, nothing herein shall preclude DAFC’s consideration of Employee for the position of Executive Director on a non-interim basis.
- b. *Full Time Effort.* Employee agrees to provide DAFC her best efforts and skills to perform the duties and tasks on a full time basis. Employee shall not hold any other employment except as set forth in this Agreement. Employee agrees to represent and project DAFC in the highest regard and conduct herself in a professional and ethical manner at all times. Since economic development is the DAFC’s business, Employee is expected to provide a friendly, positive attitude and a high level of customer service to current and prospective clients, county officials, local elected officials and staff and others she may come in contact with while fulfilling her role with the DAFC.
- c. *Select Fulton.* In accordance with the Economic Development Services Agreement by and between DAFC and Fulton County, dated as of December 2, 2020, the Employee will serve as a liaison and engage in certain joint responsibilities with the Fulton County Manager and the Director of Select Fulton.
- d. *Reporting.* The Employee shall report directly to the DAFC’s Board of Directors (the “DAFC Board”). The Employee shall receive a formal performance review on around the sixth month of Employee’s employment, which shall be conducted by the Chairman or the Executive Committee after consultation with the DAFC Board.

2. **Compensation and Benefits.**

- a. *Compensation.* Employee shall be compensated at the rate of \$14,500 per month, less all applicable taxes, deductions, and withholdings (“**Base Compensation**”). Base Compensation shall be payable in accordance with the DAFC’s standard payroll procedures. The DAFC Board shall periodically evaluate Employee’s Base Compensation and may adjust it upward or downward from time to time in its discretion.
- b. *Discretionary Bonus.* Upon the end of Employee’s service as Interim Executive Director, the DAFC Board may elect to award Employee a bonus in its sole discretion of an amount up to one month of Employee’s monthly compensation. The DAFC Board shall consider whether and in what amount to award Employee a bonus based on Employee’s achievement of any written

performance criteria the DAFC Board may put in place for Employee from time to time and/or other criteria as may be considered in the discretion of the DAFC Board (including, but not limited to, level of community outreach by the DAFC, job creation, focus on affordable housing and MBE/FBE project participation). No bonus is guaranteed, and the amount of the bonus, if any, is solely within the discretion of the DAFC Board. If any bonus is to be awarded, it shall be paid within 30 days of when employee ceases to hold the title of Interim Executive Director.

- c. *General Expenses.* During Employee's employment with DAFC, DAFC shall promptly pay or reimburse Employee for all reasonable and necessary business expenses (including appropriate costs associated with membership and participation in approved civic and professional organizations and associations as approved by the DAFC Board) incurred by Employee in the interest of DAFC. Before expenses will be paid or reimbursed, Employee shall be required to submit to the Chairman and Treasurer, in a timely manner, an itemized account of such expenditures and such proof as may be reasonably necessary to establish to the satisfaction of the Chairman and the Treasurer that the expenses incurred by Employee were ordinary and necessary business expenses incurred on behalf of and for the benefit of DAFC.
- d. *Paid Time Off.* For the year 2021, Employee shall have 8 days of paid time off. For the year 2022, Employee shall have 17 days of paid time off. The paid time off may be used for any purpose, including vacation and/or sick leave. DAFC will in no event give wages in lieu of paid time off. Accrued but unused paid time off will not be paid out at termination of employment.
- e. *Holidays, Parking and other Standard Perquisites.* In addition to the paid time off allotment, DAFC agrees to provide Employee with the same paid holidays recognized by Fulton County for its staff. Employee shall be provided a paid parking pass. Employee shall also be entitled to receive any standard perquisites that DAFC may elect to provide to other employees during the term of this Agreement.
- f. *Health and Retirement Benefits.* Employee acknowledges that DAFC does not presently offer or sponsor any benefit plans, including retirement or medical benefits, with the exception of the 457(b) retirement plan. Employee may participate in the 457(b) retirement plan on the same terms as other eligible employees. Should DAFC elect to offer health insurance or other benefit plans to its employees, Employee will be eligible to enroll in any plans DAFC offers or sponsors the same as any other employees, in accordance with the terms and conditions of those plans. DAFC does not promise to offer, or continue offering any particular benefit plans, and reserves the right to change, add to, or discontinue any offerings at any time. Should DAFC begin offering any health insurance plan (the "Plan") for which Employee is eligible to enroll while this Agreement is in effect, then Employee's monthly Base Compensation shall be reduced to \$13,000, effective the first full month following that in which Employee is eligible to enroll in the Plan, regardless of whether Employee actually enrolls.
- g. *Email Account.* DAFC shall also provide a DAFC email account to Employee. This email account is property of DAFC and may be monitored by DAFC at any time. Employee should have no expectation of privacy in any communications sent or received via her DAFC-provided email account. Employee shall use this account for all DAFC-related electronic communications. Employee shall not use a personal email account to send or receive any DAFC-related communications, except for emergency or other appropriate situations. To the extent Employee uses her DAFC account for personal communications, such communications shall be deemed "DAFC-related" and be subject to inspection and copying by DAFC.
- h. *Mobile Phone and Laptop.* DAFC agrees to provide Employee a mobile phone with monthly coverage. Employee agrees to limit the use of the phone to business purposes. Further, Employee agrees that all DAFC-related contacts will be saved on the DAFC phone, as opposed to a personal

phone. DAFC will also provide Employee with a DAFC laptop to be used strictly for business purposes. Upon termination of employment or at the request of DAFC, Employee shall return the phone, laptop, and any contacts or information thereon to DAFC, and shall retain no copies.

3. **Termination of Agreement.** Employee's employment with DAFC shall be at-will, and is not guaranteed to last for any specific amount of time. This Agreement may be terminated at any time by either DAFC or Employee in accordance with the following terms:
- a. *Death.* This Agreement shall terminate automatically upon Employee's death, and, the DAFC shall pay Employee's estate for Employee's Base Compensation and legitimately incurred business expenses accrued through the last day of employment. No severance payments shall be due.
 - b. *Disability.* For the purposes of this Agreement, "**Disability**" shall mean that Employee has been incapacitated due to physical or mental illness that renders Employee unable to substantially perform her essential duties on a full-time basis for four (4) consecutive months, or for 120 days or more in any consecutive twelve (12) month period. In the event of Employee's Disability, DAFC may terminate Employee's employment immediately upon written notice to Employee. In the event of termination due to Disability, Employee shall be entitled to receive all Base Compensation and other forms of compensation (if any) that accrued as of the date of termination, along with a severance payment equal to 1 month's then-current Base Compensation, so long as Employee executes a release in a form acceptable to DAFC. The severance payment shall be made within 30 days of the effective date of the form of release; *provided, however*, that nothing herein shall require DAFC to pay Employee's Base Compensation during any period of Disability during which Employee is not working, if payment is not otherwise required by law.
 - c. *Termination by DAFC without Cause.* DAFC may terminate this Agreement without Cause, as defined in subparagraph (d) below, upon 30 days' written notice to the Employee. Employee must follow DAFC's directions during the 30 day notice period regarding transition of work. However, DAFC shall also have the option to direct Employee to cease work on behalf of DAFC and return all DAFC property prior to the expiration of 30 days, as long as DAFC pays the Base Compensation through the termination date. So long as Employee follows DAFC's directions in good faith and to DAFC's reasonable satisfaction, *and* executes a release in a form generally acceptable to DAFC, then following the terminate date, DAFC shall pay Employee a severance payment equal to one month of Employee's Base Compensation within 30 days of the effective date of the form of release.
 - d. *Termination for Cause.* For purposes of this Agreement, "**Cause**" means (i) Employee's willful and continued failure to substantially perform Employee's duties and obligations to DAFC or to comply with the lawful directives of DAFC; (ii) any criminal act or act of dishonesty or willful misconduct by Employee; (iii) the material breach by Employee of any the terms of this Agreement; or (iv) any act by Employee of willful malfeasance or gross negligence in a matter of material importance to DAFC. DAFC may terminate this Agreement immediately for Cause on written notice to Employee. Upon termination for Cause, DAFC shall be obligated to pay Base Compensation and legitimately incurred business expenses up to and through the termination date. No other compensation of any kind shall be payable.
 - e. *Termination by Employee.* The Employee may terminate this Agreement upon 30 days' written notice to the DAFC for any reason. Between the delivery of a notice of termination and the termination date, Employee shall continue to give her best efforts to perform all of her job duties, and shall assist with any transition of those duties as may be requested by DAFC. The DAFC is only obligated to pay the Base Compensation through the termination date if, to the satisfaction of DAFC, Employee continues to satisfy the terms of this Engagement. DAFC shall also

reimburse Employee for all legitimately incurred business expenses up to and through the termination date, as long as those expenses are presented timely and with supporting documentation. There shall be no severance pay following termination.

- f. *Automatic Termination Upon Employee's Acceptance of Non-Interim Executive Director Position.* Should DAFC offer Employee the Executive Director position on a non-interim basis, and should Employee accept the same, this Agreement shall automatically terminate without further action or notice by either party effective 14 days after Employee's acceptance of the position, unless the parties agree in a mutually signed writing to an earlier termination.

4. **Confidentiality, Noncompetition, and Non-Solicitation.**

a. *Definitions.*

i. *Confidential Information.* As used in this Agreement, **Confidential Information** includes, but is not limited to, technical and nontechnical data and information related to DAFC's compilations, programs, methods, techniques, processes, finances, tools, formulas, procedures, actual or potential borrower clients and related projects, existing and future employees or contractors of DAFC, any personnel or employment data, any information which is the subject of a separate confidentiality agreement, any information subject to the attorney-client privilege of DAFC, any discussions regarding litigation or litigation strategy, and attorney work product prepared in connection with any representation of DAFC, marketing, cost, profit, sales, customer lists, including existing and potential customer information; distribution information; supplier lists, including existing and potential supplier information; product information, including existing products, services, and any future or planned products or services; product designs, developments, processes and discoveries, including production information; product pricing, distribution, packaging or marketing plans; unpublished financial statements and other financial information, including financing, pricing, profitability information, budgets, projections, costs, licenses, and forecasts; sales and marketing information including reports, strategies, techniques, plans and contacts; proprietary informational systems (i.e., any hardware and software systems utilized by DAFC); information relating to computer hardware, software, programs, inventions, improvements, data, reports, processes and manuals; and any other information designated by DAFC as confidential or proprietary in nature. Confidential Information does not include information generally available to the public, any information properly obtained from a completely independent source, or any information disclosed as required by applicable law, including the Georgia Open Records Act (O.C.G.A. Section 50-18-70 *et seq.*), court order or governmental order or legal process.

ii. *Restricted Period:* The "**Restricted Period**" is defined as the period during which Employee is employed by DAFC, plus a period of 6 months following the termination of this Agreement.

iii. *Territory:* The "**Territory**" shall mean Fulton County and all abutting counties, which together constitute the areas served by, or over which the DAFC exerts influence through various affiliations and activities, at the time of this Agreement.

b. *Covenants.* It is understood and agreed that Employee will have access to, and will use in the performance of Employee's duties, Confidential Information of DAFC. Employee understands and agrees that DAFC would suffer loss and damages if Employee uses such Confidential Information in any way, directly or indirectly, outside the use necessary to perform her duties as an Employee of DAFC. Therefore, in order to protect DAFC's substantial time, money, and effort invested in (i) training and developing its employees; (ii) research and development and technical data; (iv) commercial plans and strategies; (v) the development of goodwill with its customers; and (vi) other legitimate business interests, Employee agrees as follows:

i. Employee shall not at any time, without DAFC's prior written consent, directly or indirectly use or disclose any Confidential Information, except to perform her duties as an employee of DAFC. Employee further agrees that when her employment with DAFC ends, she shall not take with her any Confidential Information, or any reproduction or copy of any Confidential Information. This obligation shall last for so long as the Confidential Information retains its confidential nature.

ii. While this Agreement is in effect, Employee shall not, within the Territory, engage in, have any controlling equity or profit interest in, or render any services to, any person or entity that engages in a business competitive with that of DAFC;

iii. During the Restricted Period, Employee shall not employ or seek to employ, on her own behalf or on behalf of any other person or entity (other than DAFC or any affiliate of DAFC), (x) any employee of DAFC, or (y) any Fulton County employee assigned to assist the DAFC while this Agreement was in effect; or

iv. During the Restricted Period, Employee shall not directly or indirectly solicit, or seek to solicit, on her own behalf or on behalf of any other person or entity (other than DAFC or an affiliate of DAFC), any client or potential client of DAFC with whom Employee had material contact within the last six (6) months of Employee's employment with DAFC, and whose facilities serviced by DAFC are located within the Territory, to accept products or services competitive with those offered by the DAFC and/or Select Fulton.

c. *Acknowledgements.* Employee acknowledges that the covenants contained in this Section 4 of this Agreement are a reasonable means of protecting and preserving DAFC's legitimate business interests. Employee agrees that any breach of these covenants will result in irreparable damage and injury to DAFC and that DAFC will be entitled to injunctive relief in any court of competent jurisdiction without the necessity of posting any bond. Employee also agrees that she shall be responsible for all damages incurred by DAFC due to any breach of the restrictive covenants contained in this Agreement and that DAFC shall be entitled to have Employee pay all costs and attorney's fees incurred by DAFC in enforcing the restrictive covenants in this Agreement.

d. *Enforceability of Covenants.* Employee and DAFC agree that Employee's obligations under the above covenants are separate and distinct under this Agreement, and the failure or alleged failure of DAFC to perform its obligations under any other provisions of this Agreement shall not constitute a defense to the enforceability of these covenants.

5. **Employee Inventions and Intellectual Property.**

a. *Works.* "**Works**" shall mean any and all works of authorship, code, inventions, discoveries, improvements, techniques, designs, artwork, trade secrets, Confidential Information, trademarks, data, analyses, materials, formulas, strategic plans, acquisition strategies, research, documentation, computer programs, information technology systems, communication systems, manufacturing systems, system designs, and work product, whether or not patentable or eligible for copyright, and in whatever form or medium and all derivative works thereof, which are, have been or will be conceived, created, made, or developed by Employee in the course of employment with DAFC, or using DAFC's and/or Fulton Select's resources or equipment. Employee agrees to fully and promptly disclose in writing to DAFC any such Works as such Works from time to time may arise.

b. *Ownership of Works by DAFC.* All Works shall be the property of DAFC. Employee agrees to and hereby does assign to DAFC all right, title, and interest in and to any and all Works, including all worldwide copyrights, patent rights, licenses, royalties, and all trade secret embodied therein. Employee waives any and all rights Employee may have in any Works, including but not limited to the right to acknowledgement as author. Employee agrees not to use or include in Works any copyrighted, restricted or

protected code, specifications, concepts, trade secrets of any third party or any other information that Employee would be prohibited from using by any confidentiality, non-disclosure or other agreement with any third party. Employee shall execute and deliver such documents, including applications for patents and copyrights, and perform such acts, at any time during or after the term of this Agreement as may be necessary, to obtain patents or copyrights in respect of the Works and to vest title such Works in DAFC, its successors, assigns, or designees. Without limiting the generality of the foregoing, Employee further agrees to give all lawful testimony, during or after the term of Employee's employment, which may be required in connection with any proceedings involving any Works so assigned by Employee. *Provided, however*, that nothing herein shall prevent Employee from authoring any articles or white papers during the term of this Agreement under her own name; but if the article or white paper relates in any way to the business of DAFC, any royalties or revenue flowing from the paper shall be the property of DAFC.

6. Miscellaneous.

a. *Severability.* The provisions set forth in this Agreement shall be considered and construed as separate and independent provisions. Should all or any part of a provision herein be held invalid, void, or unenforceable in any court of competent jurisdiction, it shall be reformed to the extent necessary to make it valid and/or enforceable, and if it cannot be so reformed, it shall be severed from the Agreement without affecting the validity of the remaining provisions.

b. *No Waiver.* The waiver by any party to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

c. *Governing Law and Forum.* This Agreement shall be deemed to be made in and shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Georgia (without giving effect to the conflict of law principles thereof). No provision of this Agreement or any related documents shall be construed against, or interpreted to the disadvantage of, any party hereto by any court or any governmental or judicial authority by reason of such party having, or being deemed to have, structured or drafted such provision. Each party hereby irrevocably and unconditionally consents and submits to the exclusive *in personam* jurisdiction of the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia. Each party hereby irrevocably waives any objection it may have to the venue or any action, suit or proceeding brought in such courts or to the convenience of the forum, and each party irrevocably waives the right to proceed in any other jurisdiction.

d. *Entire Agreement; Modification.* This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and this is the complete and exclusive statement of the terms of their agreement, notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

e. *Survival.* Except in the event of termination due to Employee's death, Section 4 shall survive termination of this Agreement. In all events, Sections 5 and 7 shall survive termination of this Agreement.

f. *Assignment.* Neither party may assign this Agreement without the other's written consent, except that Employee's consent shall not be required for Employee to render services to Select Fulton.

g. *409A.* This Agreement is intended to comply with Internal Revenue Code ("**Code**") Section 409A, and the applicable Treasury Regulations thereunder, (collectively, "**Section 409A**"), to the extent applicable, or an exemption thereunder and will be construed and administered in accordance with Section 409A. For purposes of Section 409A and any exemption from Section 409A, each amount payable under this Agreement is designated and is to be construed as a separate and distinct payment. In addition, to the extent that any reimbursement of expenses, or in-kind benefits, payable under Section 2 above are not

exempt from Section 409A, then (i) the right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of such expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iii) the reimbursement of such expenses shall in any event be made no later than the last day of the Employee's taxable year following the taxable year in which the expense was incurred.

WHEREFORE THE PARTIES EXECUTE THIS AGREEMENT AS FOLLOWS:

EMPLOYEE:

Date: _____

DEVELOPMENT AUTHORITY OF FULTON COUNTY

Michel M. Turpeau
Chairman of the Board of Directors, DAFC

Date: _____



EXHIBIT A

Executive Director Responsibilities Development Authority of Fulton County (“DAFC”)

The Executive Director shall have sole, direct day-to-day responsibility for the administrative, financial and operational affairs of the DAFC, including, without limitation, supervision of administrative staff, as well as the marketing and business activities of the DAFC, and shall confer and/or meet with, at least weekly, the Chairman of the DAFC, but shall report to and serve at the pleasure of the DAFC.

Duties and responsibilities may include the following:

I. Key Responsibilities

- Transition and rebuild DAFC operations amid the current media coverage of DAFC and serve as media spokesperson
- Responsible for the day-to-day operations of all DAFC activities, including supervision and management of DAFC staff
- Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes and work cooperatively as a team player and jointly provide quality customer service
- Assist and make recommendations to the Board in developing and implementing strategies
- Responsible for correspondence and responses to DAFC requests
- Communicate and coordinate all written responses from the DAFC Board of Directors
- Execution of DAFC Board directives and requests in a timely manner
- Plan and execute training sessions and strategic planning sessions
- Responsible for the interaction between the Executive Committee of DAFC and provide support services, as needed
- Maintain a close working relationship with DAFC legal counsel
- Participate in committee meetings, as directed by the Chairman of the Board
- Work closely with other economic development partners and agencies in the County, state, and region

II. Businesses and Clients

- Identify, review and recommend economic development opportunities for bond inducements to the DAFC, educate potential clients on the process of working with DAFC, and facilitate initial stages of the bond transaction process
- Meet with prospects and review business plans and applications from prospects seeking bond inducements
- Establish future and existing one-on-one business relationships with economic development prospects
- Assess the needs of existing businesses to promote DAFC’s economic development bond financing tools
- Assist prospective businesses, organizations and associations on a local, regional and national level to promote DAFC’s bond financing program

- Supervise DAFC staff work on REBA Grants

III. Marketing, Financial Reports, and GASB 77

- Prepare quarterly financial projection summary of DAFC activities and transactions
- Facilitate development of annual certified audit of DAFC
- Oversee the development of marketing materials to promote and support the objective of DAFC, including an update brochure, selection of marketing premiums, production of marketing, and website development
- Marketing DAFC in national and international publications
- Represent the DAFC in trade shows, conferences and seminars
- Prepare an annual report for DAFC
- Prepare annual operating budget for DAFC
- Supervise the preparation of the annual GASB 77 report and economic impact report

IV. Legal-Related Assistance

- Respond to any written open records request with the advice of DAFC legal counsel
- Monitor and speak for or against legislation affecting development authorities
- Work closely with DAFC legal counsel to ensure compliance with federal and state requirements, including statutes and regulations for inducements, bond transactions and activities of the DAFC
- Participate in bond validation hearings, as needed

V. Select Fulton

- Collaborate with the County Manager and Director of Select Fulton to develop strategic goals for Select Fulton in order to fulfill the policy vision of the DAFC and the County, as established by their respective governing authorities, and coordinate with the Director of Select Fulton to ensure Select Fulton's successful implementation of the strategic goals
- Together with the County Manager and Director of Select Fulton, develop and propose Select Fulton budgets necessary to support the County's economic development strategic plan
- Source of contact regarding economic development issues and initiatives that are managed by Select Fulton
- Supervise creation of a report to the County's Board of Commissioners ("BOC") on the DAFC's economic development activity of the prior year and oral presentation at a BOC meeting, as requested
- Serve as the primary contact for economic development in Fulton County