

CONTRACT

COUNTY OF EVANS

STATE OF GEORGIA

This CONTRACT dated the 18th day of August, 1994, by and between the City of Claxton, Georgia, a municipal corporation (hereinafter sometimes referred to as the "CITY"), and Claxton-Evans Chamber of Commerce, a non-profit corporation, (hereinafter sometimes referred to as "CHAMBER").

W I T N E S S E T H:

1.

Whereas, the City of Claxton has determined that it is in the best interest and welfare of its citizens to identify, attract and locate new business and industry into the City of Claxton and Evans County; and

Whereas, pursuant to O.C.G.A. §36-60-14, the City of Claxton is authorized to enter into a contract of one year or less, with a private non-profit organization which is exempt from federal income tax pursuant to Section 501 (c)(6) of the Internal Revenue Code for the aforesaid purposes; and

Whereas, the Claxton-Evans County Chamber of Commerce is such a non-profit organization; and

Whereas, pursuant to Article V, Section 2 of the By-Laws of the Claxton-Evans County Chamber of Commerce, said organization has established an Economic Development Committee to provide, administer and supervise the services required and authorized by

said statute and by the **CONTRACT**;

Now Therefore, pursuant to the legal authority provided under O.C.G.A. §36-60-14, the parties, for and in consideration of premises hereinafter stated, have agreed as follows:

1.

The **CHAMBER** agrees to provide the services as stated in Exhibit "A", which is attached hereto and by reference made a part hereof, and the failure to provide such services in the manner described in the attached shall constitute a default under this **CONTRACT**. The **CHAMBER** shall provide to the **CITY** a monthly summary of the services provided for said preceding month.

2.

The **CHAMBER** agrees to submit a budget acceptable to the **CITY** showing the planned expenditures of any funds to be received from the **CITY** and to maintain accurate records of the expenditures and disposition of such funds. Such records shall be kept in accordance with good accounting practices, and made available for inspection and audit by the **CITY** at such times as the **CITY** may request. The budget is identified as Exhibit "B" and is attached hereto and by reference made a part hereof. The **CHAMBER** shall provide to the **CITY** a monthly summary reflecting all disbursements pertaining to this **CONTRACT**, and the item to which said expense is allocated pursuant to said Budget.

3.

The **CHAMBER** agrees to employ a staff including an Executive Director and a full-time secretarial position. The **CHAMBER** agrees

to comply with state and federal laws, including but not limited to, employment discrimination because of race, color, sex, religion, national origin, age, mental or physical handicap, or political affiliation.

The **CHAMBER** agrees to designate no less than two (2) positions on the **CHAMBER'S** Board of Directors for minority membership. The **CHAMBER** further agrees to encourage and promote minority participation among the **CHAMBER** membership.

The **CHAMBER** agrees to continue the employment of the current Executive Director, **ELISSA HALL**, for an initial term of twelve months, from July 1, 1994 through June 30, 1995, subject to an Employment Agreement which shall provide that the Executive Director is employed by the **CHAMBER**, and subject to the rights of the **CHAMBER** to terminate said employment for just cause upon ninety (90) days written notice during said initial employment term of twelve (12) months. The **CHAMBER** shall provide the **CITY** with a copy of a job description for the position of Executive Director.

The **CHAMBER** agrees to staff a full time secretarial position within ninety (90) days of the signing of this Contract. The **CHAMBER** may enter into an Employment Agreement with the Secretary which states that the secretary is employed at the will of the **CHAMBER** and either the **CHAMBER** or the Secretary may terminate the agreement with two weeks notice. The **CHAMBER** shall provide the **CITY** with a copy of a job description for the position of Secretary. The **CHAMBER** shall provide the **CITY** with a copy of the Employment Agreement, if any.

The **CHAMBER** agrees to provide the **CITY** with a copy of any additional or amended Employment Agreements or job descriptions.

4.

The **CHAMBER** shall be responsible from the time of signing the **CONTRACT**, or from the time of the beginning of the first work, whichever shall be the earlier, for all legal claims for injury or damage of any kind resulting from this work to persons or property. The **CHAMBER** shall exonerate, indemnify, and save harmless the **CITY** from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions based upon or arising out of damage or injury (including death) to persons or property caused by, or sustained in connection with the performance of the **CONTRACT** or by conditions created thereby or arising out of or any way connected with work performed under this **CONTRACT** and shall assume and pay for, without cost to the **CITY**, the defense of any and all claims, litigation, and actions suffered through any act or omission of the **CHAMBER** or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them.

5.

The **CHAMBER** shall procure and maintain for the duration of the **CONTRACT**, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the **CHAMBER**, their agents, representatives, employees or subcontractors.

**A. MINIMUM LIMITS OF INSURANCE**

The **CHAMBER** shall maintain limits no less than:

1. General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage, when applicable.
3. Worker's Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability limits of \$100,000 per accident.

**B. DEDUCTIBLES**

Any deductibles of self-insured retentions must be declared to and approved by the **CITY**.

**C. VERIFICATION OF COVERAGE**

The **CHAMBER** shall furnish the **CITY** with certificates of insurance and with original endorsements effecting coverage required.

**D. SUBCONTRACTORS**

The **CHAMBER** shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.

The **CITY** agrees that it will pay to the **CHAMBER** for services rendered under the terms of this **CONTRACT** the sum of \$23,400.00 for a period of twelve (12) months, to be paid in twelve (12) equal monthly installments, subject to termination of all monthly installments not so paid in the event of early termination of this **CONTRACT**.

7.

This **CONTRACT** may be terminated with or without cause by either party hereto by giving of ninety (90) days written notice of such termination.

8.

For the purposes of this **CONTRACT**, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

**CHAMBER**

Harold Kemp, President  
Claxton-Evans County  
P.O. Box 655  
Claxton, Georgia 30417

**CITY**

Perry Lee DeLoach, Mayor  
City of Claxton  
P.O. Box 729  
Claxton, Georgia 30417

9.

This **CONTRACT** may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this **CONTRACT** will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies, and properly executed by the parties' authorized representatives.

10.

It is the stated purpose and intent of the parties that nothing contained herein shall be interpreted to assign to the **CHAMBER** any status under this contract other than that of an independent contractor, and that the **CITY** has no control over the time, method or manner of the performance of this **CONTRACT**, but that the **CITY** has the right only to require definite results in

conformity with the terms hereof.

11.

The parties agree that the validity, interpretation, all rights and all obligations hereto shall be governed, controlled, and defined by and under the laws of the State of Georgia; that venue and jurisdiction of any action arising out of this **CONTRACT** shall be in the Superior Court of Evans County, Georgia; and that time is of the essence of this **CONTRACT**.

In witness Whereof, the parties have hereunto set their hands and seals in triplicate, and each executed copy shall constitute an original hereof, the day and year first above written.

**CLAXTON-EVANS COUNTY  
CHAMBER OF COMMERCE**

**CITY OF CLAXTON, GEORGIA**

By: Harold Kemp  
**HAROLD KEMP**  
President  
Claxton-Evans County  
Chamber of Commerce

By: Perry Lee DeLoach  
**PERRY LEE DeLOACH**  
Mayor  
City of Claxton, GA

**ATTEST:**

**ATTEST:**

Mary D. Gibson  
**SECRETARY**  
Claxton-Evans County  
Chamber of Commerce

Gayle Durrence  
**GAYLE DURRENCE**  
Clerk  
City of Claxton, GA

EXHIBIT "A" - STATEMENT OF SERVICES

The **CHAMBER** agrees to identify, attract, and locate new business and industry into the county for the purpose of increasing trade, industry, agribusiness, commerce, tourism, and the improvement of employment opportunities within the county and municipalities and to otherwise promote the general welfare of the county and municipalities within the county.

The **CHAMBER** shall actively seek out and secure economic development within the county, the City of Bellville, the City of Daisy, the City of Claxton and the City of Hagan.

The **CHAMBER** shall encourage development of subdivisions, single family housing, apartments and other multi-family housing within the municipalities and the county.

The **CHAMBER** shall assist the existing businesses and industries within the county and municipalities in an effort to promote the improvement of employment opportunities within the county and to otherwise promote the general welfare of the county.

The **CHAMBER** further agrees to provide services including but not limited to the following:

1. Develop and maintain current information on the major economic factors and assets usually analyzed by prospects including but not limited to:

- (a) Available buildings for industrial use;
- (b) Available sites for industrial, commercial and residential development;
- (c) Labor market characteristics and supply;
- (d) Transportation modes, facilities and rates;
- (e) Utilities services and energy sources;
- (f) Availability of elementary, secondary, vocational and collegiate educational services;
- (g) Available support services for industry, including machine work, plant maintenance, storage, data processing, financial services and others;



(h) Housing and amenities of Claxton, Bellville, Daisy, Hagan and Evans County.

2. Perform primary and secondary research to determine the types of industry most suited to local conditions, resources and location.

3. Maintain a library of industrial materials and services directories to assist local businesses in locating needed items and contacting appropriate companies and personnel.

4. To follow up expressions of interest from industrial and other businesses, and to directly contact companies which may need expansion locations or relocations.

5. Provide professional development services to governmental agencies and private businesses which seek to establish new industrial or commercial facilities for clients or themselves.

6. Maintain contact with the area, state, regional and national economic development organizations and agencies. Provide local information to them and respond to their request for information without requiring names of clients.

7. Provide transportation locally, arrange visits, tours and interviews with local businesses or persons representing prospective new capital investment.

8. Produce and conduct programs which promote our area to new industries and other businesses.

9. Submit a written report monthly of the activities of the **CHAMBER** to the President of the **CHAMBER** and to the **CITY** no later than the 15th of each month. This report should list all contacts and plans for follow up. Other information relative to industrial and commercial growth as applicable should also be included, i.e., the number of new businesses and the number of new employees in the county, etc.

## EXHIBIT "B"

**CLAXTON—EVANS COUNTY CHAMBER OF COMMERCE**  
**BUDGET**  
**July 1, 1994 to June 30, 1995**

Final as of 6/23/94

<b>Budgeted Revenues</b>	
Appropriations:	
Evans County, Georgia	\$29,400
Claxton, Georgia	23,400
Hagan, Georgia	4,200
Bellville, Georgia	1,800
Daisy, Georgia	1,200
GA Dept. of Trade & Tourism	1,000
Membership Dues	12,000
Banquet Revenues	1,200
Parade Revenues	200
Interest	30
Cash Balance at Beginning of Year	<u>6,000</u>
<b>Total Budgeted Revenues</b>	<b><u>80,430</u></b>
<b>Budgeted Expenses</b>	
Salary — Executive Director	30,150
Salary — Clerical	12,500
Advertising	4,088
Auto Expense	3,000
Auto Insurance	300
Banquet Expenses	2,200
Computer Hardware	500
Computer Software	200
Contingency	500
Dues/Fees	1,040
Equipment Maintenance & Repair	1,755
Fee to IRS — Exempt Status Application	465
Gasoline	625
Gifts	100
Insurance — Health	2,425
Insurance — Other	160
Meetings/Dinners	600
Membership Expenses	220
Miscellaneous	512
Office Furniture	500
Office Supplies	800
Periodicals	100
Postage	950
Parade Expenses	175
Red Carpet Tour	300
Rent	4,240
Taxes — Payroll	3,925
Telephone	3,500
Travel & Entertainment	1,800
Utilities	<u>2,800</u>
<b>Total Budgeted Expenses</b>	<b><u>80,430</u></b>
<b>Excess of Budgeted Revenues Over Budgeted Expenses</b>	<b>\$0</b>