

mutual promises,
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STATE OF GEORGIA

COUNTY OF EVANS

CONTRACT

This **CONTRACT** dated the _____ day of _____, 2019,
by and between the City of Claxton, Georgia, a municipal corporation
(hereinafter sometimes referred to as the "**CITY**"), and Claxton-Evans
County Chamber of Commerce, a non-profit corporation, (hereinafter
sometimes referred to as "**CHAMBER**").

WITNESSETH:

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, support existing business and
industry, and promote tourism in 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 the By-Laws of Claxton-Evans County Chamber
of Commerce, said organization can 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.

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.

3.

The **CHAMBER** agrees to employ an Executive Director and such additional staff as necessary to perform the services set forth herein, and 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.

4.

The **CHAMBER** shall procure and maintain for the duration of the **CONTRACT**, insurance, in kind and amounts as approved by the City to insure 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.

5.

The **CITY** agrees that it will pay to the **CHAMBER** for services rendered under the terms of this **CONTRACT** the sum of **\$19,500** 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**.

6.

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

7.

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.

8.

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 as an original hereof, the day and year first above written.

CLAXTON-EVANS COUNTY
CHAMBER OF COMMERCE

CITY OF CLAXTON, GEORGIA

By: _____
Caughey Hearn
President

By: _____
James Terry Branch, Mayor

ATTEST:

ATTEST:

SECRETARY

Dianne Parker
Clerk

Exhibit "A" - Statement of Services

The **CHAMBER** agrees to serve as the official Welcome Center for Claxton and Evans County.

The **CHAMBER** agrees to serve as the destination marketing organization for tourism services.

The **CHAMBER** agrees to provide administrative/clerical support for the Claxton Downtown Development Authority.

The **CHAMBER** agrees to assist the Claxton Downtown Development Authority to identify, attract and locate new business and industry into the city and 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** agrees to support existing business and industry in an effort to promote the improvement of employment opportunities and to otherwise promote the general welfare of the City and County.

The **CHAMBER** agrees to sponsor and/or co-sponsor major community events to include trick or treat and Kids' Safety Day, Cruisin' in the Country, Christmas in Claxton, Ribbon Cutting Ceremonies, Ground Breaking Ceremonies as well as others.