

COUNTY OF EVANS

STATE OF GEORGIA

AGREEMENT

This **AGREEMENT** dated the _____ day of September, 2019, by and between Evans County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "**COUNTY**"), and Claxton-Evans Chamber of Commerce, a non-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as "**CHAMBER**").

W I T N E S S E T H:

1.

The **CHAMBER** agrees to provide services as stated in Exhibit "A", which is attached hereto and by reference made a part hereof, failure to provide such services and in the manner described in the attached, shall constitute a default under this Agreement.

2.

The **CHAMBER** agrees to submit a budget acceptable to the **COUNTY** showing the planned expenditures of any funds to be received from the **COUNTY** and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the **COUNTY** at such

times as the **COUNTY** may request. A copy of the proposed budget is identified as Exhibit "B" and is attached hereto and by reference made a part hereof. If the final budget varies from the proposed budget, then the **CHAMBER** agrees to submit to the **COUNTY** the final budget as set forth above.

3.

The **CHAMBER** agrees to employ a professional staff and to adopt job descriptions for each position. The **CHAMBER** shall provide the **COUNTY** with a copy of any and all job descriptions and employment agreements entered into by the **CHAMBER**. The **CHAMBER** agrees to follow lawful employment practices and to comply withal state and federal laws including but not limited to laws regarding discrimination because of race, color, sex, religion, national origin, age, mental or physical handicap, and political affiliation.

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 injury or damage of any kind resulting from this work to persons or property, including employees and property of the **COUNTY**. The **CHAMBER** shall exonerate, indemnify, and save harmless the **COUNTY** 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 **COUNTY**, 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. The **CHAMBER** expressly agrees to defend against any claims brought or actions filed against the **COUNTY** where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

5.

The **CHAMBER** shall procure and maintain for the duration of the agreement, 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: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor code of the State of Georgia and Employers Liability limits of \$1,000,000.00 per accident.

B. DEDUCTIBLES

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

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverages

- a. The **COUNTY**. Its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the **CHAMBER**; products and completed operations of the **CHAMBER**; premises owned, leased, or used by the **CHAMBER**; or automobiles owned, leased, hired or borrowed by the **CHAMBER**. The coverage shall contain no special limitations on the scope of protection afforded to the **COUNTY**, its officers, officials, employees or volunteers.
- b. The **CHAMBER** insurance coverage shall be primary insurance as respects the **COUNTY**, its officers, officials, employees and volunteers.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **COUNTY**, its officers, officials, employees or volunteers.
- d. The **CHAMBER** insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability coverage:

The insurer shall agree to waive all rights of subrogation against the **COUNTY**, its officers, officials, employees and volunteers for losses arising from work performed by the **CHAMBER**.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days, prior written notice by certified mail, return receipt requested, has been given to the **COUNTY**.

D. ACCEPTABILITY

Insurance is to be placed with insurers with a Best's Rating of no less than A:VII.

E. VERIFICATION OF COVERAGE

The **CHAMBER** shall furnish the **COUNTY** with certificates of insurance and with original endorsements affecting coverage required by this clause. Their certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the **COUNTY** before payments are made. The **COUNTY** reserves the right to require complete, certified copies of all required insurance policies, at any time.

Certificates are to be issued to: Evans County, Georgia
Courthouse Annex
Claxton, Georgia 30417

Certificates should be mailed to:

Evans County Board of
Commissioners
P.O. Box 711
Claxton, Georgia 30417

F. 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 **COUNTY** agrees that it will pay to the **CHAMBER** the sum of \$_____ for a period of twelve (12) months, to be paid in twelve (12) equal installments.

7.

The **AGREEMENT** 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 **AGREEMENT** 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. Renewal of this **AGREEMENT** may be accomplished through the process of amendment or modification as provided herein.

8.

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

9.

It is agreed between the **COUNTY** and **CHAMBER** that the **CONTRACT** shall be executed in an original and two (2) copies, any one of which may be used for any purpose for which the original may be used.

10.

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

Claxton-Evans County Chamber of Commerce
302 W. Railroad Street
Claxton, Georgia 30417

COUNTY

Evans County Board of
Commissioners
P.O. Box 711
Claxton, Georgia 30417

11.

It is the 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.

12.

This **CONTRACT** shall be deemed to have been made and performed in Evans County, Georgia. For the purposes of venue, all suits or causes of action arising out of this **CONTRACT** shall be brought in the courts of Evans County, Georgia.

13.

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.

CLAXTON-EVANS COUNTY
CHAMBER OF COMMERCE

BY: _____
President
Claxton-Evans County

EVANS COUNTY, GEORGIA

BY: _____
Chairman
Board of Commissioners

ATTEST:

Clerk
Board of Commissioners
Evans County, Georgia

EXHIBIT "A"

STATEMENT OF SERVICES

1. The Chamber agrees to serve as the official Welcome Center for Claxton and Evans County.
2. The Chamber agrees to serve as the destination marketing organization for tourism services.
3. The Chamber shall serve as an independent contractor to provide clerical support and operational administrative services as may be requested by the Economic Development Authority of Claxton and Evans County (EDA) from time to time and approved by the President of the Chamber.
4. The Chamber shall provide support for and offer activities to businesses, existing manufacturers and other industrial firms in Claxton/Evans County. Such support and activities shall be collaboratively determined by the Director of the EDA and the President of the Chamber.
5. The Chamber shall provide online information as appropriate to support the mission of the EDA and shall disseminate such printed materials and/or other information as may be requested by the EDA and approved by the President of the Chamber.
6. The Chamber shall inform the EDA of all industrial and other qualified business prospects and of such prospects' interest in projects, activities, or expansions, and such other matters as are authorized by law and within the jurisdiction of the EDA.
7. The Chamber shall provide the following to support the EDA, as may be agreed upon by the parties: office space within the Chamber office building for use by EDA staff; utilities, access to meeting space, storage areas and other areas within the Chamber office building; use of kitchen facilities; and use of office equipment and office supplies.
8. The Chamber shall sponsor and/or co-sponsor a number of major community events.