

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, shall be for a term of twelve (12) months, commencing on the 1st day of July, 2019 and ending on June 30, 2020 by and between the Effingham County Board of Commissioners (the "County") and the Effingham County Chamber of Commerce, Inc. (the "Chamber"), a Georgia corporation,

WITNESSETH:

WHEREAS, this Agreement shall supersede any prior professional services agreement between the County and the Chamber, any prior agreements between the County and Chamber are hereby terminated; and

WHEREAS, the Chamber was formed as a Georgia non-profit corporation to engage in activities compatible with those of Effingham County; and

WHEREAS, the County wishes to engage the Chamber to perform certain services and to provide compensation to the Chamber for such services

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

The County engages the Chamber to provide the following services:

- a. Maintain a database of existing retail, commercial and industrial entities and essential corporate contacts and administer ongoing services to such entities on an as needed basis. Such services should include, but not be limited to, contact with all entities in database at least annually, provision of information regarding special services and/or programs offered through local, state and federal resources, provision of surveys addressing needs specific to the industrial community, and coordination of awards ceremonies, banquets, dinners and similar events as needed or requested by those entities or Effingham County.
- b. Plan, coordinate and host a biennial Community Leadership Retreat Event.
- c. Provide staff to serve as the Chamber liaison during prospect visits, meetings, dinners, and similar events.
- d. The Chamber shall maintain a master calendar of events in Effingham County.
- e. Provide a Chamber representative(s) to act as a contact for incoming industries to assist them in their transition to the community.
- f. Chamber will serve as a common entity that the County, municipalities, governmental agencies, and elected officials may use to maintain a unified effort of these groups.

- g. Work in conjunction with County staff in acquiring and disseminating community demographics, marketing materials, and market information, as needed for recruitment of business and industry.
- * h. Coordinate with the County in promoting Effingham County outside the county via marketing with electronic and printed materials at strategic locations outside the county.
- i. Provide, promote, and share resources to support and encourage small business and entrepreneurial efforts within Effingham County.
- j. The Chamber, through its various committees, shall encourage positive development within Effingham County.
- k. Provide the County with a table for eight (8) at the Annual Chamber Meeting.
- l. Provide the County with ten (10) passes to Effingham Day at the Capitol.
- m. Provide the County with eight (8) tickets to the Taste of Effingham.
- n. Produce a printed map of Effingham County, making them available to the County for their use.
- o. The County and Chamber shall have joint meetings to review and discuss the provided services.

1 The County and the Chamber may annually  this Agreement for subsequent one-year terms, upon the mutual agreement of both parties at the annual rate of \$4,500.00.

2 The Chamber agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Chamber. The Chamber further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent if caused by the Chamber. The Chamber's obligation to indemnify the County shall be limited to \$1,000,000.

3 This agreement contains the entire understanding and agreement between the parties and supersedes any prior verbal negotiations. This Agreement is not assignable.

4 The County shall allow the Chamber space on it's digital signage for promotion of Chamber and community events.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

Wesley M. Corbett
Wesley Corbett, Chairman

Date 06/18/2019

ATTEST:

S. Johnson
Stephanie Johnson, County Clerk

Date 06/18/2019

EFFINGHAM COUNTY CHAMBER OF COMMERCE, INC.

Joe Marchese
~~Brian Dickey, President~~
Joe Marchese

Date 2019-7-24

Rebecca Shea
Witness

Date 7-24-19