

Memorandum of Understanding

This Memorandum of Understanding (MOU), made and entered into as of the _____ day of _____ 2025, 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:

- I. **WHEREAS**, this MOU shall supersede any prior professional services agreement between the County and the Chamber, and any prior agreements between the County and Chamber are hereby terminated; and
- II. **WHEREAS**, the Chamber was formed to further the economic development of Effingham County, Georgia, and the towns and cities located therein, and to achieve a closer working relationship among the various individuals so engaged.
- III. **WHEREAS**, the County wishes to engage the Chamber to perform certain services and to provide compensation to the Chamber for such services.
- IV. **WHEREAS**, this Memorandum of Understanding defines the specific relationship between the Chamber and Effingham County. It is expressly understood and agreed that this does not constitute a complete list of programs and initiatives the Chamber offers to its members. This memorandum focuses solely on the terms and conditions governing the Chamber and County collaboration. It does not limit or describe the full extent of the Chamber's offerings to its broader membership.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows: the County engages the Chamber to complement and support the efforts of the County to a) attract new small- to mid-size businesses and commercial entities, b) grow existing businesses, c) encourage the establishment of new businesses and support local sectors and d) promote tourism and attraction

I. Roles and Responsibilities:

› Marketing and Attraction – Communications

The Chamber will maintain a coordinated external communications strategy to highlight positive developments across Effingham County. This strategy will leverage Chamber communication channels, the Unified Messaging Council, and CivicLIFT (Between Two Rivers) to promote County initiatives, support regional alignment, and elevate programs, resources, and success stories that contribute to economic development, community engagement, and a strong business climate. Communications efforts will align with the Chamber's strategic priorities and be carried out in a manner that serves both County interests and member value.

Information-Sharing and Public Understanding

The Chamber may support public understanding of countywide initiatives and issues by sharing accurate, contextual information through its communication platforms and, when appropriate, convening credible voices or subject-matter experts. These efforts may address complex topics, including economic development, infrastructure investment, and growth, to reinforce fact-based narratives and support informed community dialogue. All such activities are intended to complement—not replace—official County communications and will be undertaken only when aligned and coordinated with the County.

Government Affairs and Liaison Program

The Chamber may support informed civic awareness through a structured liaison approach by designating representatives to attend public meetings to listen, build relationships, and share information. These representatives do not advocate, debate, or represent official policy positions, but may synthesize publicly available information to support accurate understanding and constructive dialogue within the business and nonprofit communities.

› **Marketing and Attraction – Small to Mid-Size Business**

The Chamber will support the attraction and retention of small- to mid-size commercial enterprises by promoting Effingham County’s business climate, quality of life, and available resources. These efforts include developing general promotional materials, maintaining up-to-date regional business and market data through Chamber platforms, and leveraging digital communication strategies to highlight local commercial assets. The Chamber will collaborate with the County and relevant partners, including the Effingham County Industrial Development Authority, to ensure that outreach and messaging align with broader economic development objectives.

The Chamber will further share insights into local business trends, workforce needs, and commercial activity—derived through initiatives such as Chamber programs, the 21 Corridor Business Alliance, Catalyst Briefs, and other stakeholder engagement efforts—to help inform County decision-making and promote sustainable commercial growth within Effingham County.

› **Marketing and Attraction – Tourism**

The Chamber will promote Effingham County as a tourism destination by maintaining and enhancing the CivicLIFT (Between Two Rivers) platform, a digital hub providing timely information on attractions, events, businesses, and visitor resources. The Chamber will leverage online marketing, social media, and regional partnerships to increase visibility for Effingham County’s tourism assets and support businesses connected to the visitor economy. In collaboration with state and regional tourism organizations, the Chamber may share relevant visitor information and trends, assist with promotional coordination, and highlight community events and attractions. Tourism efforts will focus on marketing, communications, and stakeholder support and may include reporting available tourism engagement metrics to inform future strategy.

› **Small to Mid-Size Business Development**

The Chamber will support the growth of small- to mid-sized businesses by providing practical resources, educational workshops, and relationship-building opportunities that strengthen the local business ecosystem. Through ongoing engagement, the Chamber will identify emerging needs and develop responsive programming (such as orientation initiatives, peer learning, and informational briefings).

The Chamber will continue expanding access to business resources by providing digital and print materials at license offices across the county, revitalizing its partnership with the UGA Small Business Development Center to increase no-cost and low-cost services, and sharing timely economic insights through Catalyst Briefs and related efforts. The Chamber may also highlight

local business success stories and relevant insights through its communication platforms to increase visibility for Effingham County’s commercial landscape.

› **Nonprofit Capacity-Building & Support**

The Chamber shall support the strengthening of Effingham County’s nonprofit ecosystem through structured, programmatic capacity-building delivered via the Chamber’s Nonprofit Alliance. This work may include education, training, and technical assistance related to nonprofit governance, board development, leadership and volunteer engagement, compliance fundamentals, and long-term sustainability. These efforts are intended to strengthen nonprofit effectiveness and accountability countywide and to complement the County’s approach of enabling nonprofit partners to address identified service gaps.

The Chamber’s role under this provision is educational and advisory in nature and does not include the provision of direct social services, funding, or operational oversight of individual nonprofit programs. The Chamber may also convene peer learning opportunities, share best practices from comparable communities, and facilitate connections with external resources and providers.

› **Partnership Development**

The Chamber will cultivate and maintain strategic partnerships that support business growth, tourism, workforce development, and overall economic vitality in Effingham County. These partnerships may include collaborations with economic development entities, trade associations, educational institutions, chambers of commerce, and other affiliate groups that increase regional visibility and expand opportunities for local businesses.

Through initiatives such as the Unified Messaging Council, the 21 Corridor Business Alliance, the quarterly Economic Advancement Alliance, Leadership Effingham, and other collaborations, the Chamber will convene stakeholders, strengthen coordination, and support shared problem-solving on regional business climate priorities.

› **Community Integration, Talent, and Leadership Development**

The Chamber will support workforce and talent development by participating in initiatives that strengthen the education-to-career pipeline and align with the needs of Effingham County’s economy. Working with educational institutions, employers, and community partners, the Chamber may help identify workforce needs, share relevant business insights, and assist in integrating new and existing businesses into the community.

Through programs and partnerships—including Leadership Effingham, the 21 Corridor Business Alliance, the Unified Messaging Council, and the quarterly Economic Advancement Alliance—the Chamber will provide opportunities for leadership development, stakeholder engagement, and increased understanding of the County’s systems, industries, workforce dynamics, and community resources.

› **Additional Considerations:**

Event Admission: The Chamber will provide County staff and Board members with complimentary admission to Chamber-sponsored events, including

1. One (1) Table at the Annual Meeting of the Members
2. Ten (10) passes to the Chamber's Annual Day at the Capitol
3. One (1) seat in Leadership Effingham Class

Convening: The Chamber will serve as a common entity that the County, municipalities, governmental agencies, and elected officials may use to support unified efforts. As part of this commitment, the Chamber will plan, coordinate, and host a biennial Community Leadership Retreat, subject to sufficient registration and participant commitment.

Disaster Recovery: In partnership with the Effingham County Emergency Management Agency (EMA), the Chamber may provide business-focused recovery services in the event of a natural disaster, supporting business continuity, resource coordination, and community resilience.

› **Progress Reporting:**

The Chamber will provide periodic reports to the Effingham County Board of Commissioners summarizing progress in the areas of marketing and attraction, small- to mid-size business development, workforce and community initiatives, and tourism promotion. Reports will include available performance metrics—such as digital engagement, program participation, and relevant business or tourism activity—as well as updates on ongoing initiatives and any challenges or opportunities that may inform future collaborative efforts.

Reports will be based on available data and information reasonably obtainable through Chamber-managed platforms and partnerships.

II. Compensation and Support:

In return for the abovementioned services, the County shall pay the Chamber \$20,500 annually. The parties may review the scope of services and corresponding compensation annually to ensure continued alignment with County needs and Chamber capacity.

III. Duration and Renewal:

This Agreement is for one year and may be renewed annually upon mutual agreement of the parties.

IV. General Provisions:

- a) Entire Agreement:** This Agreement contains the entire understanding and agreement between the parties and supersedes any prior verbal negotiations.
- b) Indemnification:** 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 the 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.

- c) **Term and Termination:** This MOU shall remain in effect for one year, commencing on July 1, 2025, and ending on June 30, 2026. Either party may terminate this MOU upon 90-day written notice to the other party.
- d) **Non-Assignable:** This Agreement is not assignable.

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.

Effingham County Chamber of Commerce

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: Susan M. Kraut

Printed Name: _____

Title: Chief Executive Officer

Title: _____

Dated: _____

Dated: _____