

Memorandum of Understanding

This Memorandum of Understanding (MOU), made and entered into as of the _____ day of _____ 2024, 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 encompass or outline the complete roster 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

Roles and Responsibilities:

- › **Marketing and Attraction – Communications**
 - The Chamber will devise and implement a robust external communication strategy to support and amplify positive impact stories emerging from the Effingham County Board of Commissioners. This strategy will be developed in alignment with the Chamber's strategic priorities and the best interests of our members, ensuring that efforts contribute to local economic development and community engagement.
- › **Marketing and Attraction – Small to Mid-Size Business**
 - Lead initiatives to market Effingham County as a prime location for business investment and growth, including creating promotional materials, attending conferences and trade shows, and leveraging digital marketing strategies.
 - Develop comprehensive prospectus materials highlighting Effingham County's commercial assets, including demographic data, economic indicators, available properties, infrastructure, and quality of life.
 - Collaborate with the County to ensure marketing efforts align with the County's economic development goals, including collecting and presenting data on market trends, consumer behavior, and economic forecasts relevant to potential investors.

› **Marketing and Attraction – Tourism**

- Develop and implement comprehensive marketing campaigns to promote Effingham County as a premier tourist destination, including online marketing, social media campaigns, and print advertising.
- Create and maintain a dedicated tourism website with mobile functionality, providing information about attractions, events, accommodations, and dining options.
- Plan, coordinate, and promote key tourism events and festivals to attract visitors and partner with local businesses and organizations to create event packages and promotions.
- Develop and distribute comprehensive tourism guides and maps highlighting attractions, historical sites, recreational activities, and local businesses.
- Collaborate with regional and state tourism organizations to enhance marketing efforts and attract a broader audience.
- Support the enhancement of existing attractions and the creation of new attractions catering to diverse visitor interests.
- Collect and analyze tourism data to understand visitor demographics, preferences, and spending patterns, using this data to inform marketing strategies and improve the visitor experience.

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

- Support the growth and development of small to mid-size businesses within Effingham County by providing resources, workshops, and networking opportunities.
- Identify the needs of local businesses and develop programs to address those needs, fostering a supportive business environment.
- Document and showcase successful commercial developments and business operations within Effingham County, highlighting testimonials from business leaders and investors.

› **Partnership Development**

- Develop strategic partnerships with regional and state economic development organizations to amplify Effingham County's reach and attractiveness to commercial investors.
- Engage with trade associations, chambers of commerce, and affiliate groups to promote Effingham County's commercial opportunities.

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

- Play a key role in workforce development initiatives through representation at the state and national levels and active participation in local, state, and regional initiatives, including the I-16/I-95 Consortium and the Coastal Workforce Collaborative.
- Collaborate with educational institutions, local businesses, and other stakeholders to develop and implement programs that align with the local economy's needs.
- Develop initiatives to integrate new commercial ventures and key stakeholders into the local community, including corporate social responsibility programs and community partnerships.
- Promote employee engagement and volunteer opportunities within Effingham County.
- Through the Leadership Effingham Program, create in-depth programming designed to groom future leaders and introduce participants to the inner workings of Effingham

County, including community and economic development, the education-to-career ecosystem, workforce challenges, non-profits and corporate citizenship, small businesses and retail, tourism, recreation, and healthcare.

Additional Considerations:

- > **Event Admission:** The Chamber will provide County staff and Board members complimentary admission to Chamber-sponsored events, including but not limited to
 - o **One (1) Table at the Annual Meeting of the Members**
 - o **Ten (10) passes to the Chamber's Annual Day at the Capitol**
 - o **One (1) seat in Leadership Effingham Class**
- > The 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. As part of the commitment, the Chamber will plan, coordinate and host a biennial **Community Leadership Retreat**, should there be sufficient registration and participant commitment.
- > In partnership with the Effingham County Emergency Management Agency (EMA), the Chamber will provide recovery services to support local businesses in the event of a natural disaster. These services will be tailored to aid in business continuity, resource coordination, and community resilience, aligning with the Chamber's commitment to support our local economy's long-term stability and recovery.
- > **Progress Reporting:** The Chamber will provide regular reports to the Effingham County Board of Commissioners detailing the progress of marketing and attraction efforts, small to mid-size business development initiatives, workforce development activities, and tourism services. These reports will include:
 - o Quarterly performance metrics
 - o Annual impact assessments
 - o The Chamber will also provide updates on any challenges faced and recommendations for future actions to enhance economic development and attraction in Effingham County.

II. Compensation and Support:

In return for the abovementioned services, the County shall pay the Chamber \$20,500 annually.

III. Duration and Renewal:

This Agreement is for one year but may be renewed annually upon the agreement of both 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, 2024, and ending on June 30, 2025. 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: _____