

**STATE OF GEORGIA
COUNTY OF WALTON**

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS, that Walton County, Georgia, hereinafter called “County” and the Walton County Chamber of Commerce, a non-profit corporation, hereinafter called “Chamber” on this 1st day of February, 2022, have contracted and agreed as follows:

This agreement shall be in effect for a period of one (1) year from the first day of July, 2022, through the last day of June, 2023. At the end of this contract, it may be renewed by mutual agreement between the parties.

Notwithstanding any of the provisions of this agreement, it is agreed that the County has no financial interest in the business of the Chamber, and shall not be liable for any debts or obligations incurred by Chamber, nor shall County be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time or times use the name or credit of the County in purchasing or attempting to purchase equipment, supplies, or other thing or things whatsoever.

Chamber in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the County but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the County from time-to-time request to indicate that it is an independent contractor. The County does not and will not assume any responsibility for the means by which or manner in which services by the Chamber, provided for herein, are performed, but on the contrary, Chamber shall be wholly responsible therefor.

Chamber shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the County.

Chamber hereby agrees to comply strictly with all ordinances of Walton County, Georgia, and the laws of the State of Georgia while performing the terms of this agreement.

Chamber agrees that upon violation of any of the covenants or agreements herein contained, on account of any act of omission or commission of Chamber, the County may, at its option, terminate and cancel this agreement.

The County agrees to pay to the Chamber annually for a term of one (1) year \$50,000.00, to be paid quarterly at \$12,500. The Chamber agrees in consideration therefore to provide the County the following services:

- (1) Provide a full time professionally qualified director and an office manager to carry on the functions of the Chamber toward economic and community improvement and expansion of the area's economy to benefit all citizens.
- (2) Maintain a professional office location in order to make a great impression, which is often the first impression, for newcomers and new businesses in the county.
- (3) Assist the Development Authority as needed in seeking to attract and promote new and expanding industry with Walton County, to create new jobs and employment for the benefit and economic improvement and expansion for the citizens of the County.
- (4) Gather, keep updated, research and distribute information on the county as it pertains to newcomers and new businesses, including an up-to-date web-site promoting the community.
- (5) Develop and secure tools of the trade such as maps, brochures, magazines, reports, etc., as are necessary and required to adequately promote Walton County. Provide Walton County with a half page ad in the annual magazine.
- (6) For the mutual and economic wellbeing of the County, to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the Georgia Chamber of Commerce; state utilities and departments, local, area and regional planning and development agencies; and, other groups, organizations, agencies and individuals.
- (7) Keep knowledgeable of local, state, regional and national trends in community development and work closely with local and area technical sources such as universities, colleges, authorities, and vocational technical institutions, and any and all other sources and aid to create more and better jobs for the benefit of the County and its citizens.

- (8) Continue with the Walton Proud initiative promoting excellent education options in Walton County and continue training adult and youth leaders through the Leadership Walton and Youth Leadership programs.

In addition, and for said consideration, Chamber further agrees to the following services:

- (1) Receive, study, and respond to all mail and phone inquiries which are directly or otherwise sent to the County, by potential visitors, business and professional people, school children from all over the U.S. and the world, research and survey agencies and myriad of outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, military establishments, state and federal agencies, schools and education institutions, housing, job opportunities, legal professions, hospitals and paramedical services, churches, climatic conditions (geographical, business, social), laws, regulations and statutes, courts, local community and governmental services, taxes and licenses to the extent authorized by law.
- (2) Serve as the principal public relations and information agency for the County and for all people who are referred by the County and who come into the Chamber offices but who would otherwise have to call upon the County for the services and information enumerated in this contract, and to serve or give directions to visitors in the County.
- (3) Welcome individuals and groups deemed by the County to be important to the County at their point of arrival and assist and help in coordinating the ground breakings, openings, civic presentations, and other activities involving the County and its officials.
- (4) Counsel, assist and promote potential new and expanding business, agencies and institutions moving into the area.
- (5) Through the management and staff of the Chamber, as well as volunteers from local leadership, to do everything possible to foster and promote Walton County, and to create and maintain its good name and good will.
- (6) To promote tourist business in Walton County by maintaining contact, information exchange and association with travel, visitor and tourist promotion agencies and organizations, and keep

abreast of current methods, trends, ideas, programs and procedures in the tourist industry, including the coordination of such programs with appropriate regional, state and national agencies.

- (7) The professional staff of the Chamber will endeavor to increase and broaden their management and promotional skills and techniques by participating in seminars, workshops and short courses.
- (8) Initiate, assist and coordinate activities and programs, which will retain and enlarge retail sales in Walton County and insure viable downtowns.

“Compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia

#300-10-1-.02 are conditions of this contract. The Chamber has less than 100 employees.

In the event that the Chamber employs or contracts with any subcontractor(s) in

connection with this contract, the Chamber agrees that it will secure from the subcontractor(s)

such subcontractor(s’) indication of the employee-number category applicable to the

subcontractor and will secure from such subcontractor(s) attestation of the subcontractor’s

compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia #300-

10-1-.02 by the subcontractor’s execution of a subcontractor affidavit, if applicable, in the form

set forth in Rule and Regulation of the State of Georgia #300-10-1-.08 or a substantially similar

subcontractor affidavit, and that it will maintain records of such attestation for inspection by the

Board of Commissioners of Walton County at any time. Such subcontractor affidavit shall become a part of the contract between the Chamber and the subcontractor.”

WITNESS our hands and seals this first day of 1st day of February, 2022

WALTON COUNTY CHAMBER OF COMMERCE

BY _____
Ammie Elliott, Chairman of the Board

(AFFIX SEAL)
ATTEST:

Teri H. Smiley
President

WALTON COUNTY

By _____
David Thompson, Chairman

(AFFIX SEAL)
ATTEST:

County Clerk