

**GAINESVILLE-HALL COUNTY
ECONOMIC DEVELOPMENT COUNCIL
SERVICE CONTRACT**

HALL COUNTY, GEORGIA

THIS AGREEMENT, made and entered into this 14th day of July, 2022 by and between **Hall County, Georgia** (hereinafter referred to as the “County”), party of the first part and the **Greater Hall Chamber of Commerce**, (hereinafter referred to as the “Chamber”) party of the second part,

WHEREAS, O.C.G.A. Section 36-60-14 grants the authority to the governing body of each municipal corporation of the State of Georgia to enter into contracts with private, non-profit organizations to identify, attract and locate new business and industry into the municipality for the purpose of increasing trade, industry and commerce; and

WHEREAS, the County has agreed to contract with the Chamber for economic development services through the Gainesville-Hall County Economic Development Council, a committee of the Chamber, (hereinafter referred to as the “EDC”); and

WHEREAS, the Chamber and the County have agreed to form an equal partnership for the purposes of marketing and promoting quality economic development for the Greater Hall County community; and

WHEREAS, the parties hereto are committed to a strong and viable economic development program; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The County shall provide a partner funding fee in the sum of **\$165,000.00** to the Chamber as appropriated by the County Commission, for the purposes set forth in this contract.
2. The Chamber (by and through the EDC) shall:
 - A. Provide economic development services for the County, including marketing and promoting quality economic development in the name of all funding partners and advertising in Chamber publications such as the chamber magazine, Atlanta Business Chronicle and Georgia Trend as part of the funding partner fee. These efforts shall include, but not be limited to, retail marketing on a macro level for all funding partners in Hall County, with an emphasis on developers and shopping center/corridor development, negotiation and proposal writing on competitive projects and coordination of state and local resources to close remaining gaps in the decision.
 - B. Provide support to attract and recruit new business and industry to the County by marketing the existing office, industrial, retail building and site inventory of Hall County through the Greater Hall Chamber of Commerce website, and facilitating industrial, office and retail development site/community visits and responses to RFI’s in the initial stages of the information gathering process;
 - C. Provide support to existing business and industry for both expansion and growth opportunities through routine staff calls and the existing industry programs including, but not limited to, the Industry Roundtable, HR Council, Safety Council, the Existing Industry

Awards, the Industry Directory and the Wage & Benefit Survey; and South Hall Business Coalition.

- D.** Market the community through the distribution of information concerning Greater Hall County including, but not limited to, coordinating commercial broker meetings with Hall County real estate professionals, maintaining a unified point of contact with statewide developers, site location consultants, developers and commercial brokers and by coordinating Small Business Workshops in South Hall County, and Small Business Council meetings.
- E.** Encourage broad-based support from the community toward quality economic growth and development.
- F.** Include tourism in the Economic Development Strategy by coordinating with and working jointly with the Gainesville Communication and Tourism Department and the Lake Lanier Convention & Visitors Bureau.
- G.** Attend Hall County Commission meetings to report accomplishments via the provision of detailed, written activity/performance reports.
- H.** Advise the EDC Executive Committee in the hiring of the Economic Development Vice President.
- I.** Advocate for State and local economic development legislative and referendum initiatives that are endorsed by the EDC Executive Committee.
- J.** Work with funding partners to develop a comprehensive county-wide economic development plan and implementation strategy.

3. Financial Provisions

- A.** Funding shall be provided by the County to the Chamber on a fiscal year basis with the year beginning on July 1 and ending on the following June 30. (County will be credited for any previous payments.)
- B.** The Chamber shall prepare an annual budget of all estimated revenue (including any fund balance carryovers in excess of 30 days working capital) and all proposed expenditures. Included with, and as a part of the budget proposal shall be appropriate information regarding mission statement, goals and objectives, performance indicators and/or such other information as shall be reasonably requested by the County. The budget shall be inclusive of all funding sources and shall be balanced with respect to revenues and expenditures. The budget shall provide a break down of each revenue source and expenditure and shall be subject to the review and approval of the County. Once approved, any adjustments to the annual budget shall likewise be subject to the review and approval of the County. Each budget and any adjustments thereto shall provide for an accounting for all funds contributed by the funding partners and verify the use of funding partner contributions exclusively for the EDC and its functions.
- C.** The budget shall include requests for major equipment, furniture, fixtures, or improvements purchased with funds provided by the County. The Chamber shall maintain fixed assets records which shall include at a minimum a listing of fixed assets, date acquired, vendor and cost. If the EDC ceases to exist, then such fixed assets shall become the property of the City

of Oakwood, the City of Flowery Branch, the City of Lula, the City of Gainesville, Hall County and the Chamber proportionate to their total payments to the EDC as of the date of its or its successor's cessation of existence.

- D.** The Chamber shall submit a financial and performance report to the County at each EDC meeting. This report shall include a balance sheet, all fiscal year revenues, and expenditures to date and a comparison of actual revenue and expenditures to the budget.
 - E.** At the conclusion of each fiscal year, the Chamber shall have prepared, at its own expense, an audit by a reputable Certified Public Accounting firm. Such audit shall be prepared in compliance with generally accepted accounting principles. Such audit shall be completed within 90 days after the end of the fiscal year, and one copy of the audit and management letter shall be immediately sent to all the funding partners.
 - F.** The County shall make quarterly payments to the Chamber in advance but not before the first day of the calendar quarter for which requested. Remittance shall be made upon request of the Chamber, submitted to the County. Forms will be provided by the County to be used by the Chamber to request quarterly allocations. Copies of the Chamber's most recent financial reports as stated in Section D under the Financial Provisions must be provided for payment to be processed.
 - G.** The County pledges to cooperate to the fullest extent possible with the Chamber in its efforts to market and promote quality economic development.
- 4. If the Chamber fails to make a reasonable effort to fulfill its obligations under this agreement or fails to retain competent staff to carry out its responsibilities hereunder, then the County at its option may terminate payment pursuant to this agreement after giving 30 days written notice to the Chamber.
 - 5. Notice under this agreement may be given by delivering it in person or by depositing it in the United States mail, postage prepaid, addressed to:

County Administrator
Hall County
P.O. Box 1435
Gainesville, GA 30503

And, in case of the Chamber to:

Greater Hall Chamber of Commerce
P.O. Box 374
Gainesville, Georgia 30503-0374

- 6. The waiver by any party to this contract of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of a subsequent breach whether of the same or another provision of this contract.
- 7. This agreement is for a period of one year and shall expire on the 30th day of June 2023 provided, however, it may be extended in writing by agreement of the parties provided the County Commission appropriates funding for the following fiscal year. There shall be no renewal or extension by law without express agreement as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this day and year first above written.

HALL COUNTY, GEORGIA

By: _____ (Seal)

Attest: _____ (Seal)

GREATER HALL CHAMBER OF COMMERCE

By: _____ (Seal)

City Attest: _____ (Seal)