

**Memorandum of Understanding Between Oconee County  
and Oconee County Chamber of Commerce**

**Oconee County, Georgia**

**THIS AGREEMENT**, made and entered into this 5th of March, 2019 by and between Oconee County, Georgia (hereinafter referred to as the "County"), party of the first part and the Oconee County Chamber of Commerce, Inc., (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 county 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 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 pay the sum of \$100,000 to the Chamber as appropriated by the Board of Commissioners, for the purposes set forth in this contract.
2. The Chamber shall:
  - A. Provide economic development services for the county, including marketing and promoting quality economic development advertising in Chamber publications such as the chamber newsletter and other business-related publications. These efforts shall include, but not be limited to, retail marketing on a macro level, with an emphasis on appropriate developers and shopping center/nodal development, as identified in the Oconee County Comprehensive Plan, negotiation and proposal writing on competitive projects and coordination of state and local resources.
  - 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 Oconee County through the Oconee County Chamber of Commerce website, and facilitating industrial, office and retail development site/community visits and responses to Requests for Information (RFI) 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.

- D. Market the community through the distribution of information concerning Oconee County including, but not limited to, coordinating commercial broker meetings with real estate professionals, maintaining a unified point of contact with statewide developers, site location consultants, developers and commercial brokers.
- E. Encourage broad-based support from the community toward quality economic growth and development.
- F. Include tourism in the Economic Development Strategy.
- G. Attend quarterly Oconee County Commission meetings, or as requested by the Board of Commissioners, to report accomplishments via the provision of detailed, written activity/performance reports.
- H. Advocate for State and local economic development legislative and referendum initiatives.
- I. 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.
- B. The Chamber shall prepare an annual budget of all estimated revenue (including any fund balance carryovers in excess of 30 days working capital) received from public funds 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 public 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.
- C. The Chamber shall submit a regular financial and performance report to the County. 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. This report shall be made monthly unless otherwise approved by the County.

- D. At the conclusion of each fiscal year, the Chamber shall have prepared, , 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.
  - E. 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.
  - F. The County pledges to cooperate with the Chamber in its efforts to market and promote quality economic development.
  - G. Insurance. The Chamber will carry liability insurance relative to any service that it performs.
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, or either party determines that the agreement is no longer beneficial, then the County, at its option, may terminate payment this agreement after giving 30 days written notice to the Chamber. Upon the expiration or earlier termination of this Agreement, or whenever requested by the County, the Chamber shall deliver to the County all such files, records, documents, specifications, information, and other items in its possession or under the Chamber's control.
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  
Oconee County  
P.O. Box 145  
Watkinsville, GA 30677

And, in case of the Chamber to:

Oconee County Chamber of Commerce  
55 Nancy Drive  
Watkinsville, GA 30677

6. The waiver by any party to this contract or 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 for a half year and shall expire on the 30th day of June 2019 and shall automatically renew annually for a period of five (5) years unless terminated by either party as provided herein.

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

**OCONEE COUNTY, GEORGIA**

By: *John Daniels* (Seal)

Attest: *Stacy Stanger* (Seal)



**OCONEE COUNTY CHAMBER OF COMMERCE**

By: *Jimmy Gillard* (Seal)

Attest: *Marshall Z. Hooby* (Seal)



*Marshall Z. Hooby*