



CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into by and between SAVANNAH AIRPORT COMMISSION, a public body corporate organized under the laws of the State of Georgia, hereinafter called "Commission," and AILEVON PACIFIC AVIATION CONSULTING, LLC, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

CONSULTANT: AILEVON PACIFIC AVIATION CONSULTING, LLC

Address: 1100 Peachtree Street NE
Suite 250
Atlanta, GA 30309

Phone No.: (404)-229-8085

1. General Nature of Project: Consultant will assist Savannah/Hilton Head International Airport's efforts in attempting to attract new air service and/or new routes and destinations.
2. Scope of services to be performed by the Consultant are attached as Exhibit A, which is attached hereto and made a part hereof.
3. TERM: The initial Term of this Agreement shall commence January 1, 2021 and shall continue until December 31, 2021. Upon completion of the initial term, this Agreement may be renewed for successive one-year terms unless thirty (30) days prior written notice of intent not to renew is given by either party.
4. COMPENSATION: The compensation to be paid to the Consultant for providing the services called for herein shall not exceed One Hundred Thirty-Six Thousand and no/100 (\$136,000.00) Dollars, paid in twelve equal monthly payments of Eleven Thousand Three Hundred and Thirty-Three and 33/100 (\$11,333.33) Dollars.
5. MATERIALS: Consultant will assure delivery of all analyses and presentation materials within three days of specified events. Deliverables shall be and shall remain the property of Commission.
6. INVOICE PROCEDURE: The Consultant shall submit monthly invoices to Commission requesting payment for work accomplished. Invoices shall be addressed to:

Savannah Airport Commission
Attention: Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

Commission may withhold payment or submission of the Consultant's invoice if the Consultant's services hereunder are not satisfactory to Commission.

7. REIMBURSABLE EXPENSES: Reimbursable expenses shall be as per Scope of Work in Exhibit A attached.

8. **INSURANCE:** The Consultant shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide Commission a certificate(s) of insurance evidencing the same, showing Mayor and Aldermen of the City of Savannah, the SAVANNAH AIRPORT COMMISSION and its directors, employees, officers and agents as an Additional Insured on all coverage except workers' compensation and professional liability:
 - A. **WORKER'S COMPENSATION** Insurance as required by law including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease.
 - B. **COMMERCIAL GENERAL LIABILITY** Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.
 - C. **COMMERCIAL AUTOMOBILE LIABILITY** Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - D. **PROFESSIONAL LIABILITY** Insurance with a limit of not less than \$1,000,000 per claim.
9. **INDEMNIFICATION:** The Consultant shall indemnify and save harmless Commission and its agents, representatives and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent act, error, omission or wrongful act of the Consultant or anyone acting on its behalf in connection with or incident to this Agreement.
10. **ASSIGNABILITY:** The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Commission.
11. **TERMINATION:** Commission may terminate this Agreement for convenience or for any other business reason by giving seven (7) days written notice to Consultant. In the event of such termination or suspension, Commission shall pay the Consultant for the work accomplished up to the date of termination or suspension.
12. **ENTIRETY OF AGREEMENT:** The terms and conditions of this Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other.
13. **WAIVER:** Any failure by Commission to require strict compliance with any provision of this contract shall not be constructed as a waiver of such provision, and Commission may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

14. **GOVERNING LAW:** This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Chatham.
15. **PROPRIETARY INFORMATION:** It is understood and acknowledged that Commission. may provide to Consultant information which is proprietary and/or confidential during the term of this Agreement. Consultant agrees to maintain the confidentiality of such information during the term of this Agreement and afterwards. All materials containing such confidential information shall be returned to Commission at the conclusion of the project.
16. **SCOPE OF SERVICES:** Consultant understands and agrees that the Scope of Services described in Item 2 hereof is not a guarantee of a specific amount of work to be signed under this Agreement. Commission, at its option, may elect to expand, reduce or delete the extent of each work element described in the Scope of Services.
17. **ORDER OF PREFERENCE:** If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:
 - A. This Agreement
 - B. The attachments

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**AILEVON PACIFIC AVIATION
CONSULTING, LLC**

SAVANNAH AIRPORT COMMISSION

SIGNED: _____
BRAD DIFIORE
MANAGING DIRECTOR

SIGNED: _____
STEPHEN S. GREEN
CHAIRMAN

ATTEST: _____
GREGORY B. KELLY
EXECUTIVE DIRECTOR

DATE: ____ DAY OF FEBRUARY 2021

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