



## 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 **WOODWARD & ASSOCIATES**, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

CONSULTANT: WOODWARD & ASSOCIATES

Address: 3608 Casey Key Road  
Nokomis, Florida 34275  
Phone No.: (202) 549-5557

1. General Nature of Project: Mutually-agreed government relations support
2. Scope of services to be performed by the Consultant are identified as Attachment A, which is attached hereto and made a part hereof.
3. Services called for herein shall be completed no later than as per schedule.
4. COMPENSATION: The compensation to be paid to the Consultant for providing the services called for herein shall be as identified on Attachment A.
5. DURATION: This agreement shall remain in effect commencing May 1, 2016, until May 1, 2017, or as terminated as provided hereindy Woodwa. Upon the end of this initial term, this agreement shall be automatically renewed for one (1) additional year, through May 1, 2018. Consultant retains the option to increase its fees upon thirty (30) days' written notice and approval by Commission.
6. INVOICE PROCEDURE: The Consultant shall submit monthly invoices to Commission requesting payment for work accomplished during each calendar month.. 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 incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project will be invoiced at cost.

Reimbursable expenses include the following: travel related expense items, airfare, lodging, meals, and ground transportation.

8. **INSURANCE:** The Consultant shall procure and maintain throughout the term of this Agreement the following insurance limits :

AUTOMOBILE LIABILITY Insurance including owned and leased motor vehicle coverage with limits not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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:** This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, Commission shall pay the Consultant compensation for work satisfactorily completed up to the date of termination.

Commission may terminate this Agreement for convenience or for any other business reason. 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

**ATTACHMENT A – Scope of Services**

**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.

**WOODWARD & ASSOCIATES**

SIGNED: *Keith Woodward*  
President, Woodward & Associates  
(Printed Name and Title)

ATTEST:  
*Keith A. Norris*  
NOTARY PUBLIC

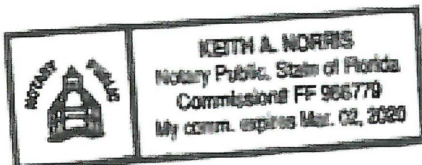
DATE: April 28<sup>th</sup>, 2016

**SAVANNAH AIRPORT COMMISSION**

SIGNED: *Stephen S. Green*  
STEPHEN S. GREEN, Chairman

ATTEST  
*Gregory B. Kelly*  
GREGORY B. KELLY, Corporate Secretary

DATE: May 4, 2016



April 28, 2016

ATTACHMENT A

**Woodward & Associates  
3608 Casey Key Road  
Nokomis, FL 34275**

This document confirms the agreement between the Savannah/Hilton Head International Airport, Savannah, Georgia and Woodward & Associates.

Woodward & Associates will provide support to the Savannah/Hilton Head International Airport on mutually-agreed government relations, including but not limited to work with the Federal Aviation Administration (FAA). This work will include assisting the airport in efforts to continue its operational and financial viability and growth.

In consideration of these services, the Savannah/Hilton Head International Airport will pay upon receipt of a monthly invoice the sum of ~~three~~<sup>four</sup> thousand dollars (~~\$3,000~~<sup>\$4,000.00</sup>) as a retainer. In addition, the airport will pay reasonable expenses including but not limited to, local and out-of-town travel, overnight travel and actual expenses and other related expenses. Woodward & Associates will maintain records of expenses.

This agreement shall commence on ~~August 1, 2014~~<sup>May 1, 2016</sup> and shall run for an initial term of 12 months. Upon expiration of the initial term, the agreement shall continue ~~on a month to month basis~~<sup>as specified in the attached agreement</sup>. Either party may terminate the agreement upon 30 days written notice to the other.

**Accepted By:**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Woodward & Associates**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Savannah/Hilton Head  
International Airport**