



**CONTRACT FOR PROFESSIONAL SERVICES
EXECUTIVE RECRUITMENT SERVICES AND
PROFESSIONAL AIRPORT MANAGEMENT SUPPORT**

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 STEVEN BALDWIN ASSOCIATES, LLC, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

Consultant Name: Steven T. Baldwin
Address: 14 Corporate Woods Blvd., Albany, New York, 12211
Phone No.: (518)-478-6321
Email: sbaldwin@baldwinllc.com

1. **GENERAL NATURE OF SERVICES:** Provide professional airport management support, including professional consulting services related to continuous programmatic management support including, but not limited to, professional recruitment and retention services at the level of director and above. Professional support services include items such as minimum standards, rules and regulations, governance strategy, independent fee analysis, etc.
2. **SCOPE OF SERVICES:** The Consultant will work under the direction of the Executive Director. Consultant will be responsible for the scope of services as identified in Attachment A, which is attached hereto and made a part hereof.

ATTACHMENTS: ATTACHMENT A

3. **TERM:** The initial term of this agreement shall be for one (1) year effective 1st day of June 2021, through 31st day of May 2022. This agreement shall be automatically renewed for an additional one (1) year term effective 1st day of June 2022 through 31st day of May 2023.
4. **COMPENSATION:** The compensation to be paid to the Consultant for the initial and renewal term for providing the services called for herein shall be \$42,000.00 per year, paid \$3,500.00 monthly, within thirty (30) days after receipt of invoice from Consultant.
5. **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.

6. **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.
7. **INSURANCE AND INDEMNIFICATION:** 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.

The Consultant shall also 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.

8. **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.
9. **TERMINATION:** This Agreement may be terminated by either party by seven (7) 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.

10. **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.
11. **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.
12. **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.

- 13. 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.
- 14. 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.
- 15. 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.

STEVE BALDWIN ASSOCIATES, LLC

SAVANNAH AIRPORT COMMISSION

SIGNED: STEVEN T. BALDWIN, CEO

SIGNED: STEPHEN S. GREEN, CHAIRMAN

ATTEST: NOTARY PUBLIC

ATTEST: GREGORY B. KELLY, CORPORATE SECRETARY



DATE: _____, 2021

DATE: June 2nd, 2021

**ATTACHMENT A
SCOPE OF SERVICES**

(Attachment Enclosed)



May 18, 2021

Mr. Gregory B. Kelly, A.A.E.
Executive Director
Savannah Airport Commission
400 Airways Avenue
Savannah, GA 31408

Re: Monthly Retainer Agreement - Renewal

Dear Mr. Kelly:

Thank you for the opportunity to be of service to the Savannah/Hilton Head International Airport and the Savannah Airport Commission regarding the provision of executive-level professional airport management consulting services.

This letter shall serve to amend our services agreement dated February 13, 2019 by extending the term of the agreement through June 30, 2022, as follows:

Retainer

Effective June 1, 2021, the Client shall pay SBA a monthly retainer of \$3,500. The retainer covers the day-to-day provision of professional consulting services relating to continuous programmatic management support including, but not limited to, professional airport management advisory services, and the recruitment of key organizational position at or above the level of "director," limited to one position per contract year.

Examples of additional professional airport management services shall include, but not limited to, items such as minimum standards, rules and regulations, governance strategy, independent fee analysis, operational management, and concessions advice. Retained services are anticipated to include up to 10 - 25 hours professional staff services per month and shall be provided by appropriate disciplinary experts within the firm.

In addition to the monthly retainer as described above, participation in out-of-office meetings by SBA shall be billed on a time and expense basis. The hourly rate for such professional services is based on our 2020 - 2021 labor rates (see below), with a four-hour minimum for each day out-of-office meetings may occur. In recognition of this minimum daily rate, SBA does not charge for travel time.

Rates

Our firm's established hourly billing rates through July 1, 2021 are as follows:

Labor Rates 2020-2021

Professional Services Category	Fee
Principal	\$350.00/hr.
Vice President	\$150.000/hr. to \$325.00/hr.
Senior Associate	\$145.00/hr. to \$210.00/hr.
Associate I, II, Project Manager	\$100.00/hr. to \$165.00/hr.
Graphics, Editing, and Admin. Support	\$100.00/hr.

Our hourly rates are fully burdened. Time on projects is billed at ¼ hour increments. The firm's billing rates are usually adjusted to reflect cost of living and labor costs on or about July 1st of each year. We are proud to offer highly competitive industry rates to our clients.

Task Orders

In addition to the retainer, and from time-to-time, the Client may wish to engage SBA to perform project-related services outside of the stated scope of this agreement. In such instances, SBA shall prepare a Task Order for the Client's approval based on our current labor rates. Task Orders are in addition to, not in lieu of, the retainer. Task Orders shall contain the scope of services to be provided, a cost estimate, and, an estimated timeframe for completion. Work shall commence promptly upon approval of the Task Order by the Client.

Expenses

The Client shall reimburse SBA for all expenses incurred by the firm while performing services on behalf of the Client. SBA will make every effort to accurately estimate project-related expenses while submitting Task Orders to the Client for approval; however, actual expenses incurred by SBA during the provision of services shall apply. Automobile mileage shall be reimbursed at the most recent Privately-Owned Vehicle mileage reimbursement rate as established by the U.S. General Services Administration. All other expenses shall be supported by receipts and submitted to the Client for reimbursement without mark-up.

Invoicing

Client agrees to pay for services upon receipt of invoice from SBA as provided therein. Terms for payment are net 10 days.

Term

This Agreement shall stand in place until either modified or cancelled by either party upon receipt of 30 days written notice.

This agreement and all of its content shall remain confidential between the parties, and shall not be disclosed to any third party without the written consent of SBA.

Provided this agreement meets your needs, please sign below and return it to my attention.

Thank you again for the opportunity to work with your organization. We look forward to being of continuing service.


Sincerely,

STEVEN BALDWIN ASSOCIATES, LLC



Steven T. Baldwin
President/CEO

Approved By: _____



Mr. Gregory B. Kelly, A.A.E.
Executive Director, SAV

Date: _____

June 2, 2021