



**CONTRACT FOR PROFESSIONAL SERVICES  
FEDERAL GOVERNMENT RELATIONS 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 WOODWARD & ASSOCIATES, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

Consultant Name: Woodward & Associates  
Address: 3608 Casey Key Road, Nokomis, FL 34275  
Phone No.: (202)549-5557  
Email: woodwardwsh@aol.com

- 1. GENERAL NATURE OF SERVICES: Provide mutually agreed government relations, including but not limited to work with the Federal Aviation Administration (FAA). The services performed under this agreement will include assisting the airport in efforts to continue its operational and financial viability and growth.
- 2. SCOPE OF SERVICES: The Consultant will work under the direction of the Executive Director on behalf of the Commission and act as a liaison with government officials. The 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 two (2) years effective 1<sup>st</sup> day of September 2020, through 31<sup>st</sup> day of August 2022. This agreement shall remain in effect and renew for three (3) successive one-year terms, unless terminated by either party with written notice sent at least (30) days before the end of the current term.
- 4. COMPENSATION: The compensation to be paid to the Consultant for the initial term for providing the services called for herein shall be \$48,000.00 per year, paid \$4,000.00 monthly, within thirty (30) days after receipt of invoice from Consultant. Following the initial term, the compensation to be paid to the Consultant for the three (3) successive one-year terms, shall be as follows:

Renewal (2022-2023):	\$48,000.00
Renewal (2023-2024):	\$48,000.00
Renewal (2024-2025)	\$48,000.00

- 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 construed 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.

**WOODWARD & ASSOCIATES**

**SAVANNAH AIRPORT COMMISSION**

SIGNED: \_\_\_\_\_  
WOODIE WOODWARD, PRESIDENT

SIGNED: \_\_\_\_\_  
STEPHEN S. GREEN, CHAIRMAN

ATTEST: \_\_\_\_\_  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
GREGORY B. KELLY,  
CORPORATE SECRETARY

DATE: \_\_\_\_\_, 2020

DATE: \_\_\_\_\_, 2020

**ATTACHMENT A  
SCOPE OF SERVICES**

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 four thousand dollars (\$4,000.00) 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 expense. Woodward & Associates will maintain records of expenses.

This agreement shall commence on September 1, 2020 and shall run for an initial term of two (2) years, expiring on August 31, 2022. Upon expiration of the initial term, this agreement shall remain in effect and renew for three (3) successive one-year terms, unless terminated by either party with written notice sent at least (30) days before the end of the current term.

**Accepted By:**

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

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

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

By: \_\_\_\_\_  
Savannah Airport Commission