



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 HURT, NORTON & ASSOCIATES, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

CONSULTANT: HURT, NORTON & ASSOCIATES

Address: 503 Capitol Court, N E, Suite 200
Washington, D C 20002

Phone No.: (202) 543-9398

1. General Nature of Project: Provide lobbying, consulting, coordination, watchdog and facilitation services
2. Scope of services to be performed by the Consultant: Provide related services associated with but not limited to the following issues:
 - PFC Increase
 - Next Gen
 - FAA Re-Authorization
 - Merger/DCA Slots
 - FAA use of AIP funds for Contract Towers/Weather Observers
 - FAA Aviation Fuel Sales Tax Initiative
 - TSA Exit Lane
 - TSA BDO Issue
 - Georgia Air National Guard Funding
 - Pre-Clear for Porter Air at Pearson
 - CBP/FIS Potential
 - Discretionary Grant Opportunities
3. TERM: This Agreement shall be effective as of May 1, 2016, through April 30, 2017. At the end of this initial term, this Agreement will be automatically annually renewed unless thirty (30) days' notice in writing is given by either party.
4. COMPENSATION: The compensation to be paid to the Consultant for providing the services called for herein shall be Eighty-four Thousand and no/100 (\$84,000.00) Dollars, paid quarterly within 30 days after receipt of invoice from Consultant.

5. **INVOICE PROCEDURE:** The Consultant shall submit quarterly 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. **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.
7. **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.

8. **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.
9. **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.
10. **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.

11. 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.

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.

HURT, NORTON & ASSOCIATES

SIGNED: _____

Robert H. Hurt, President

(Printed Name and Title)

ATTEST:

Katharine Calhoun Wood

NOTARY PUBLIC

SAVANNAH AIRPORT COMMISSION

SIGNED: _____

Stephen S. Green, Chairman

ATTEST:

Gregory B. Kelly

GREGORY B. KELLY, Corporate Secretary

DATE: April 26, 2016

DATE: May 4, 2016

