

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

FEB 21 2023

Consulting Contract Agreement

THIS AGREEMENT made and entered into this, the day of ~~December~~ 2017, by and between the Asheville Area Chamber of Commerce, Inc., a North Carolina nonprofit corporation (hereinafter referred to as "Consultant") and the Greater Haywood Chamber of Commerce, Inc., a North Carolina nonprofit corporation (hereinafter referred to as "Consultee");

WITNESSETH:

WHEREAS, the Consultant is, pursuant to a separate agreement, charged with the responsibility of administering the duties of economic development efforts in an efficient and economical basis within Buncombe County; and

WHEREAS, the Consultee is, pursuant to a separate agreement, charged with the responsibility of administering the monies and duties of economic development efforts in an efficient and economical basis within Haywood County; as set forth in an MOU dated March 3, 2014 a contract which is attached hereto as Exhibit A, as amended to modify Section 5; and

WHEREAS, the Consultee approached the Consultant with the idea of utilizing the years of strategic effort, infrastructure and additional resources to begin a partnership around marketing Haywood County for business development and recruitment; and

WHEREAS, the economic development department of the Asheville Area Chamber of Commerce was awarded the designation of Accredited Economic Development Organization standing by IEDC and is one of only 53 in the world; and

WHEREAS, the Asheville staff more than doubled their goal for both jobs and capital investment in the first five years of the AVL 5x5 economic strategy for the area; and

WHEREAS, both parties intend to become leaders in the state in promoting regional cooperation and effective leadership in the regional economy;

NOW THEREFORE, with mutual consideration, undertakings and covenants as stated hereinafter, the parties hereto agree as follows:

- 1) The Consultant shall carry out and perform the following services on behalf of the Consultee:
 - a. The Consultee will have direct access to the High Growth Entrepreneurship System (separate from small business) built through Venture Asheville - a subbrand of the Consultant.
 - b. The Consultee will have direct access to public policy staff and advocacy around individual project needs and regional issues in common.

- c. The Consultant will share project leads with the Consultee, as analyzed by Consultant's Vice President of Economic Development and considered suitable for property available in Haywood County.
 - d. The Consultant will include Haywood County properties in its online marketing tools and website.
 - e. The Consultant will include Haywood County properties in 4-6 market visits per year, wherein Consultant's economic development team will meet with an estimated 10-15 site selection specialists per visit.
 - f. The Consultant will utilize its long-established search engine optimization (SEO) platform to include Haywood County sites and buildings.
 - g. The Consultant will adapt its current project management system and reporting to include Haywood County sites and buildings.
 - h. The Consultant will provide assistance to the Consultee on an advisory basis when Request for Proposals by interested companies are received by the Consultee,
 - i. The Consultant will provide templates for research and site information documents to help promote Haywood County. Consultee will utilize local expertise and staff or representatives to collect the data and information needed to fill those templates.
 - j. The Consultant will provide monthly reports on deal flow, sales pipelines and highlights of project activity for Consultee's usage.
- 2) The Consultee will compensate the Consultant \$100,000.00 per calendar year, for three (3) years, beginning January 1, 2018 and ending December 31, 2020, on a quarterly basis in increments of \$25,000.00.
- 3) Expenses related to hosting potential clients, companies and businesses specific to Haywood County would be in addition to the annual consultation fee.
- 4) Expenses related to the production of materials relating to marketing and site information, outside the parameters of Section 1 above, specific to Haywood County, as approved by the President of the Greater Haywood Chamber of Commerce, are in addition to the annual consulting fee. *McGill?*
- 5) The parties hereby agree that this Agreement shall be in effect for three calendar years beginning on January 1, 2018 and ending on December 31, 2020.
- 6) The parties agree that this Agreement shall thereafter be on-going on a yearly basis, unless stated separately in writing, and with six (6) months' notice prior to desire to terminate.

IN WITNESS THEREOF, the Consultant and Consultee have executed this Agreement by their respective duly authorized officers, as of the day and year first written above.

ASHEVILLE AREA

CHAMBER OF COMMERCE, NC.

Kit Cramer

Kit Cramer, President

ATTESTED BY:

Raymond K. Rush

GREATER HAYWOOD

CHAMBER OF COMMERCE, INC.

CeCe Higgs
Cece Higgs, President

ATTESTED BY:

Stephen H. McLeod
Exec. Comm. Member