

**CHATHAM COUNTY**

**AGREEMENT**

**STATE OF NORTH CAROLINA**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_, by and between the County of Chatham, a political subdivision of the State of North Carolina (the "County"), and Chatham Economic Development Corporation, a North Carolina non-profit corporation ("CEDC").

**WITNESSETH**

**WHEREAS**, the CEDC, a 501(c)(3) nonprofit, was created in 1997 to promote economic development in Chatham County through business attraction, business retention and expansion and supporting entrepreneurship; and

**WHEREAS**, the services, goods and programs offered by CEDC constitute a public purpose offered to benefit the citizens and residents of the County.

**NOW, THEREFORE**, for and in consideration of the appropriation of Three Hundred Fifteen Thousand Four Hundred Eighty-Four dollars (\$315,484), CEDC and the County agree as follows:

1. Term: CEDC will undertake efforts to promote economic development in Chatham County, North Carolina for the twelve (12) month period commencing on July 1, 2016 and terminating June 30, 2017.
2. Core Services: In order to promote economic development in Chatham County, CEDC will provide the following services:
  - a. CEDC will coordinate its work with the County and municipal governments within Chatham County, as well as with regional and statewide economic development organizations, to identify and to assist in the recruitment, retention and expansion of industrial and commercial projects; and
  - b. CEDC will create and distribute printed promotional materials and Internet-based electronic information to support CEDC efforts to promote recruitment of new companies to Chatham County and to encourage retention and expansion of companies located in Chatham County; and
  - c. In order to provide its prospects prompt and accurate responses to property inquiries, CEDC will maintain a countywide database of available development sites as well as commercial and industrial properties for sale or lease; and
  - d. CEDC will provide semi-annual reports to the Chatham County Board of Commissioners each fiscal year which begins July 1. The report shall be outlined in a standard format that reflects information that highlights EDC goals and county goals. For county purposes, the report will include any key accomplishments, any efforts in progress that support commissioner goals, and progress made towards key measures reported in the work plan.

- e. CEDC acknowledges that the use of County funds is limited to efforts to advance economic development in Chatham County; and
- f. Coordinate with County and municipal staff to provide information useful in positioning sites and buildings as suitably as possible; and
- g. During prospect visits, make persuasive presentations on the viability of all Chatham County properties that meet prospect criteria; and
- h. When appropriate, involve County and municipal representatives in presentations to prospects; and
- i. Follow-up with representatives and prospects; and
- j. Work with County, municipal, and State industry representatives to develop a program to identify existing businesses in Chatham County planning to expand and work with companies to support expansion and retention efforts; and
- k. Meet regularly with Economic Development Partnership of North Carolina (EDPNC) representatives responsible for national and international recruitment; and
- l. Prepare materials for prospect requests for County and municipal officials as needed; and
- m. Make joint existing industry calls and coordinate with County and State programs with similar objectives as they relate to Chatham County businesses; and
- n. Establish and maintain relationships and participate with the EDPNC and other regional economic groups in connection with economic development in order to hear their perspective and recommendations and to discuss projects with them that may affect Chatham County; and
- o. Make a presentation to the EDPNC staff, at least once per year, updating and highlighting events and development opportunities in Chatham County; and
- p. Develop and maintain relationships with other economic development allies, such as businesses that are financially contributing to Chatham, and others who benefit from economic development activities; and
- q. Coordinate with the Central Carolina Community College, Chatham County Schools and other local education and training institutions in the area of Workforce Development and provide information from local businesses about the supply and quality of available labor and specific needs for improvement; and
- r. Respond to referrals from participating local governments; and
- s. Continue to implement the CEDC Strategic Action Plan that specifically describes the requirements and strategies necessary for achieving the most successful economic development program possible; and

3. Marketing and Recruitment Services. In addition to the above, CEDC will continue to implement a marketing strategy that provides for program analysis and measurement and make contacts to increase saturation into desired target industries by performing the following:
  - a. Continue to implement and refine the CEDC marketing strategy that capitalizes on opportunities for targeted advertising and the development of collateral marketing materials as available funding permits; and
  - b. Use targeted industry list (automotive equipment; advanced manufacturing; agriculture; food and beverage processing; corporate services; healthcare; and research and development) to guide activities and expenditures; and
  - c. Operate and maintain a comprehensive website showcasing available County properties. Develop a new strategy to drive potential prospects to the website through search engines, existing collateral and affiliate websites, and to serve website visitors with targeted content for target businesses interested in Chatham County; and
  - d. Capture prospect data such as contact information, reasons for relocating, special interests, and company statistics; and
  - e. Promote small business development by providing direct assistance and through the Central Carolina Community College Small Business Center to existing enterprise, advice on business plans for aspiring business owners and by referrals to the staffs of impacted municipalities responsible for small businesses; and
  - f. Promote the local creative class by supporting the Chatham Arts Council and its program of work; and
  - g. Develop new businesses by using a targeted industry list and make regular economic development business contacts. Contacts will be generated through CEDC participation in EDPNC and Research Triangle Regional Partnership sponsored business recruitment trips/site consultant visits and site consultant events when possible; and
  - h. Assist new and developing businesses when possible with regard to their obtaining financing and making businesses, large and small, aware of all applicable incentive programs available from the County, municipalities and the State; and
  - i. Market existing industrial and office buildings located within business districts and municipal areas and major development sites and business parks and use any applicable individualized plans developed by the municipalities as guidelines for redevelopment; and
4. Materials. CEDC agrees that all publications, materials, computer databases, site and building inventories, or other information or materials produced as part of this program, excluding information of a confidential nature regarding real estate and business identities or reproduction of custom photography without prior consent of the appropriate parties, may be

used by the County or municipalities for other purposes without additional compensation to CEDC.

5. Payment. The appropriation of Three Hundred Fifteen Thousand Four Hundred Eighty-Four dollars (\$315,484) to CEDC will be remitted to CEDC in four (4) equal installments of which the first shall be due and payable on July 1, 2016.
6. Financial Recordkeeping. CEDC, at CEDC's sole expense, will account to the satisfaction of the County's Finance Director for all funds received from the County under this Agreement and all expenditures made from funds.

Such accounting will be in a form prescribed by the County's Finance Director, and will include a report of all funds (including the management letter, if issued) performed by a person or firm approved by the Finance Director (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina will be deemed automatically approved by the Finance Director). CEDC will also provide the Finance Director with an annual financial statement on or before November 15. The financial statement will be in the form of an Independent Accountant's Review Report summarizing the financial position of CEDC in a format consistent with Exhibit A attached. Furthermore, CEDC agrees that this Report (as referenced above and in Exhibit A) is a public record and will make it available to the public upon request. CEDC will provide such other information, records or documentation as the Finance Director may require. Non-compliance with this section will be deemed a material breach of this Agreement.

CEDC will submit the management letter and annual financial statements to:

CHATHAM COUNTY  
ATTN: FINANCE DIRECTOR  
P.O. BOX 1809  
PITTSBORO, NC 27312

Additionally, CEDC will allow the County's Finance Director access to the records and information required hereunder and will facilitate a review of the accounting and program operations as may be required. The County will have the right to do site visits within one (1) week of request to do so.

CEDC will retain financial and program records for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.

7. Termination of the Agreement. This Agreement may be terminated for cause by either party giving the breaching party 30 days prior written notice of a material breach and the breaching party fails to cure the material breach within the 30 days. In the event of such a termination, CEDC will provide the County with all pertinent information regarding the current status of all efforts in any stage of progress at that time.
8. Independent Contractor. CEDC is an independent contractor and will not represent itself as an agent of the County. CEDC is responsible for paying all federal, state and local taxes as well as business license fees arising out of CEDC activities in accordance with this Agreement.

9. Notice. All notices and other communications required or permitted by this Agreement will be in writing and delivered via a recognized national overnight delivery service or by certified mail, return receipt requested, to the following addresses:

COUNTY: CHATHAM COUNTY  
ATTN: COUNTY MANAGER  
P.O. BOX 1809  
PITTSBORO, NC 27312

CEDC: CHATHAM ECONOMIC DEVELOPMENT CORPORATION  
ATTN: PRESIDENT  
P.O. BOX 1627  
PITTSBORO, NC 27312

10. Insurance and Liability. CEDC will maintain worker's compensation and employer's liability insurance for employees as required by law. CEDC will maintain insurance policies at all times with the minimum limits as follows:

a. Coverage and Minimum Limits

- i. Business Owners of \$2,000,000 per occurrence
- ii. Automobile Liability of \$1,000,000 per occurrence
- iii. Directors Liability of \$1,000,000 per occurrence
- iv. Workers Compensation of \$500,000 per occurrence

b. CEDC will provide the County with a Certificate of Insurance upon request.

11. Indemnification. CEDC will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the County from and against any and all claims, liabilities, losses, damages, costs, or expenses. This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:

- a. Inaccurate information or information known to CEDC relating to the services provided to the County by CEDC and any and all actions, advice, decisions or judgments made or recommended to the County; and
- b. Damages to persons, personal property, or the County caused by an act or omission of CEDC; and
- c. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services.
- d. All claims and liabilities resulting from CEDC's violation of federal, state, or local statute, regulation, or ordinance; and

- e. In the event that any good, service, or process sold and delivered or sold and performed is defective in any respect whatsoever, CEDC will indemnify and hold harmless the County from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such good, service, or process.
12. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the County by virtue of the purchase of any good, service, or process by CEDC, CEDC will indemnify and hold the County harmless from all claims, demands, and legal obligations against the County in preparation, defense, or settlement of such claims.
13. Strict Compliance. The County may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Agreement.
14. Severability. In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the County and CEDC will survive the completion of the services and the termination of the Agreement.
16. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Chatham County, North Carolina.
17. Assignment. No assignment of this Agreement or any of the rights, benefits or duties under this Agreement, is permitted except by the written agreement of both parties.
18. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties. In addition, no subsequent amendment or modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.
19. Public Records Requests. All requests made to the agency for information disclosure shall be treated as a public record request and subsequently routed to the County Clerk to the Board, who will route the request to the County Attorney. The County Attorney will review the request for information disclosure and determine if disclosure is warranted based on North Carolina public records laws.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officers or agents. This Agreement is effective as of the date first written above.

**CHATHAM COUNY**

**ATTEST:**

\_\_\_\_\_  
James G. Crawford, Chair  
Chatham County Board of Commissioners

**CHATHAM COUNTY  
ECONOMIC DEVELOPMENT CORP.**

**ATTEST:**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**PREAUDIT CERTIFICATE**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director