

JACKSON COUNTY CHAMBER OF COMMERCE - SERVICE CONTRACT FY 23-24

THIS CONTRACT is made, and entered into this the 17th day of May, the year 2023, by and between the Jackson County Tourism Development Authority, (hereinafter referred to as "TDA"), and Jackson County Chamber of Commerce, a not for profit 501 (c)(6) corporation duly authorized to do business in the state of North Carolina (hereinafter referred to as "Chamber").

1. SCOPE OF SERVICES. Chamber hereby agrees to provide the Tourism Development Authority (TDA) services under this contract within the Jackson County Tourism District(s) pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1, is hereby incorporated herein and made a part hereof.
2. TERM OF CONTRACT. The Term of the Contract for services is from July 1, 2023 to June 30, 2024. This contract may be renewed annually upon written agreement by the TDA and Chamber.
3. PAYMENT TO THE CHAMBER. The Chamber shall receive from TDA an amount for services provided as delineated below:

Jackson County Chamber of Commerce Services - Sylva	\$93,697; Payable as \$7808 Monthly
Jackson County Chamber of Commerce consideration of space utilized for Visitor Center - Sylva	\$13,304; Payable as \$1108.67
Jackson County Chamber of Commerce - Copier lease (TDA's 2/3 share is listed to the right)	\$2,264; Payable as \$189 Monthly
Office Supplies & Water Service for Visitors	\$3,500; Payable as lump sum on July 1, 2023

4. PAYMENT SCHEDULE Payments to the Chamber will be made monthly in accordance with Jackson County's Accounts Receivable/Billable cycle upon presentation of an invoice from the Chamber.
5. OFFICE SUPPLIES. The TDA has provided the Chamber an allocation of \$3,500 for office supplies and water service for visitors for FY 23-24. They will receive these as a lump sum in their first payment of the fiscal year. This provides for general office supplies, cleaning supplies and other items. The Chamber shall keep a general accounting of funds spent to determine future office supply needs.
6. POSTAGE. The TDA provides a postage meter at the Jackson County Chamber of Commerce for the staff to utilize for TDA mailings. The Chamber will utilize the postage machine to mail items to visitors either through the Chambers own leads or through TDA leads. The Chamber shall not utilize the postage meter for Chamber mailings. If a visitor requests additional information beyond the visitor guide or relocation guide, the Jackson County Chamber of Commerce, at their discretion, with a spirit of thrift, may supply the visitor information in a 9x12 envelope with the following: *Our Town Magazine, a Dining Guide, a Hiking/Waterfall map, a Sylva/Dillsboro/Cashiers map, Fly Fishing Trail Brochure, and the Jackson County Visitor Guide.*

The TDA shall provide (at no cost) the Chamber with 9x12 envelopes bearing the TDA information for fulfillment.

7. The TDA shall pay for one-half of the Jackson County Chamber of Commerce telecommunications bill (local telephone service, long distance, 800-number and Internet service.)
8. LOCATION OF VISITOR CENTER(S). Should the Jackson County Chamber relocate their visitor center from the current location(s) in Sylva, the TDA has the right to review the proposed location for suitability and/or alter the space consideration fees listed in Item 3 above, based on the space being utilized.
9. INDEPENDENT CONTRACTOR. The TDA and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of TDA. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. Chamber, as independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.
10. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the TDA and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract.
In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
11. HEALTH AND SAFETY. Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Contract. It shall adhere to best practices as recommended by the CDC related to the COVID-19 pandemic to ensure visitor and staff safety.
12. NON-DISCRIMINATION IN EMPLOYMENT. Chamber shall offer Equal Employment Opportunities (EOO) in all employment practices to applicants and employees without regard to race, color, religion, national origin, gender, age, sexual orientation, gender identity, disability, genetic information, marital status, military status, or any other category protected by federal, state, or

local laws. This includes prohibiting unlawful discrimination against those associated with or perceived to belong to a protected class, whether an employee actually falls into such class.

13. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Jackson and the State of North Carolina.
14. TERMINATION OF AGREEMENT. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provision of this Contract and if the failure is not corrected within thirty (30) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract shall not form the basis of any claim for loss of anticipated profits by either party.
15. RECORD KEEPING. Chamber shall furnish to TDA a copy of the Chamber's payroll for any employees funded by the TDA monies at least once per quarter (or upon demand at the request of the TDA Director or Board of Directors) showing wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). Funds provided under this Contract shall not be used to pay employees for work which is connected solely with Chamber activities conducted outside the scope of this Contract.
16. SUCCESSIONS AND ASSIGNS. Chamber shall not assign its interest in this contract without the written consent of the TDA.
17. NOTICES. All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY, ATTN: Director Nick Breedlove,
98 Cope Creek Road, Suite D, Sylva, NC 28779.
18. REVIEW. Chamber shall, at its own expense, cause an annual Review of its financial statements to be performed and provide TDA with a copy of the annual Review.
19. ENTIRE AGREEMENT. This Contract and the attached document labeled "Attachment 1" shall constitute the understanding between the TDA and Chamber.
20. E-VERIFY. Chamber shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Chamber utilizes a contractor or subcontractor, Chamber shall require the contractor or subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
21. IRAN DIVESTMENT ACT CERTIFICATION. As of the effective date of this contract, the Chamber is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina

General Statute § 147-86.58 The signatory below for the Chamber hereby certifies that he or she is authorized to make the foregoing statement.

22. Digital Copies: All parties agree that scanned, faxed, digital signatures, electronic signatures or e-mailed signatures by any or all of the parties to this Contract, shall be binding originals for all needed purposes including admissibility as evidence in any legal proceedings.

IN TESTIMONY WHEREOF, the Jackson County Tourism Development Authority has caused these present to be signed in its name by its Chairman, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY

Daniel Fletcher, Jackson County TDA Chair

ATTEST:

JACKSON COUNTY CHAMBER OF COMMERCE, INC.

NAME: _____
TITLE: _____

Chad Gerrety
NAME: CHAD GERRETY
TITLE: CHAIR OF CHAMBER BOARD

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

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Signature of Finance Officer

5/8/2023
Date