

Know all men, by these present, that the city of Ashland hereinafter called "City" and the CLAY COUNTY ECONOMIC DEVELOPMENT COUNCIL, hereinafter called "CCEDC", have contracted and agreed as follows:

This agreement shall be in effect for a period of one (1) year from the 1st day of January 1, 2023, through the last day of December 31, 2023. At the end of each year this contract may be renewed by mutual agreement between the parties.

Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of the, nor shall the City be deemed or construed to be a partner, joint ventures or otherwise interested in the assets of the, or profits earned or derived by the CCEDC, nor shall the CCEDC at any time, or times, use the name, or credit, of the City in purchasing, or attempting to purchase, any equipment, supplies, or other things whatsoever.

The CCEDC in the performance of its operation and obligations hereunder shall not be deemed to be the agent of the City but shall take all steps at its own may from time-to-time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by the CCEDC, provided for herein, are performed, but on the contrary, the CCEDC shall be wholly responsible thereof.

The CCEDC shall not transfer or assign this agreement or the license of any of the rights or privileges granted herein without the prior written consent of the City.

The CCEDC agrees to comply strictly with the laws of the State of Alabama while performing under the terms of this agreement. The CCEDC agrees that upon violations of any of the covenants and agreements here contained, on account of any act of omission or commission of the CCEDC, the City may at its option, terminate and cancel this agreement.

The City agrees to pay to the CCEDC \$12,000 during the term of one (1) year: Commencing January 1, 2023, the sum of \$1,000 per month for twelve (12) months; OR one (1) sum of \$12,000 for the annual term. The CCEDC agrees in consideration thereof to provide the City the following services:

(1) Provide and maintain, within the CCEDC organization, a program for economic and industrial development.

(2) Provide an Executive Director to maintain and expand area economic and industrial development, while supporting the expansion of our area economy to the benefit of all citizens.

(3) Seek, discover, and endeavor to attract and promote new and expanding industry within the city to create new jobs and employment for the benefit and economic improvement and expansion for the citizens.

(4) Gather keep updated research, distribute information and data to be used as advertisements, and presentations to general and specific agricultural, industrial and manufacturing prospects.

(5) Develop and secure tools of the trade such as maps, surveys, zoning, charts, photos, briefing facilities, brochures, reports, etc., as are necessary and required to adequately promote new expanding business and industry.

(6) Work with existing business and industry for expansions, problem solving, counseling, and other services pertinent to the expansion of said existing industry for the benefit of the city.

(7) For the mutual, economic and industrial, development of the city, to maintain contact, cooperate and work closely with other agencies and organizations with similar purposes such as the Alabama Department of Commerce, Alabama Development Office, ADECA, Economic Development and Industrial Development Department(s) of Public and Private utilities, local, area, and regional planning and development agencies, Industrial Development Boards, rail, highway, air and water transportation and development organization, and groups including the Alabama Industrial Developers Association, EDAA, Southern Industrial Development Council; and other groups, agencies.

(8) Keep knowledgeable of local, state, regional and national trends in economic and industrial development, with local and area technical sources such as universities, colleges, authorities, and vocational technical institutions, and any and all other sources and aids to create more and better jobs for the benefit of the City and its citizens.

In addition, and for said consideration, the CCEDC further agrees to perform the following services:

(1) Receive, study, and respond to or answer all mail and inquiries which are directly or otherwise sent to the city, by potential business, industry and associated organizations from all over the United States, related, research and survey agencies and myriad of outside sources seeking information about business and industry in Clay County, as well as its economic base, professions, state and federal agencies, schools and educational institutions, housing and job expansion opportunities.

(2) Serve as principal contact for economic and industrial development for the City and people who are referred by the City and who come into the CCEDC office but who would otherwise have called upon the City for the services and information.

(3) Council and assist potential, new and expanding business, agencies and institutions, and work toward improving the quality of life for existing and new persons moving into the city.

(4) With CCEDC Board Members, and through the management and staff of the CCEDC, do everything possible to foster and promote Ashland, Alabama and to create and maintain its good name and goodwill.

Mike Sparks, Chairman
Clay County Economic Development

Date

Larry Fetner, Mayor
City of Ashland

Date