

Know all men by these present that the city of ASHLAND hereinafter called "City" and the Clay County Chamber of Commerce, Inc. a non-profit organization, hereinafter called "Chamber" on this 1st day of January, 2024 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, 2024 through the last day of December, 2024. 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 Chamber, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Chamber, or profits earned or derived by the Chamber, nor shall the Chamber at any time of times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other things whatsoever.

The Chamber 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 expense as the City 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 Chamber, provided for herein, are performed, but on the contrary, the Chamber shall be wholly responsible thereof.

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

The City agrees to pay to the Chamber for a term of one (1) year commencing January 1, 2024 the sum of \$5400.00 and the Chamber agrees in consideration thereof to provide the City the following services:

- (1) Provide and maintain within the Chamber organization a program for economic and industrial development.
- (2) Provide a staff as are required to carry on these functions for economic improvement and expansion of the area's 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 and 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, charts, photos, briefing facilities, brochures, reports, etc., as are necessary and required to adequately promote new expanding industry.

- (6) Work with existing 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 contract, cooperate and work closely with other agencies and organizations with similar purposes such as the Alabama Development Office, Industrial Development Department 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, Southern Industrial Development Council; and other groups, organizations, agencies and individuals.
- (8) Keep knowledgeable of local, state, regional and national trends in industrial development, 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 Chamber 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 visitors, business, and professional people, school children from all over the United States and the world, research and survey agencies and myriad of outside sources and individuals seeking information about the community, its people, government, history, economical base, institutions, professions, military establishment, state federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospital and paramedical services, taxes and licenses.
- (2) Serve as principle public relations and information agency for the City and all people who are referred by the City and who come into the Chamber 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 people moving to the area.
- (4) Through the management and staff of the Chamber, as well as volunteers from local leadership, to do everything possible to foster and promote **ASHLAND**, Alabama and to create and maintain its good name and goodwill.

Tiffany Young
CEO/President
Clay County Chamber of Commerce

Larry Fetner
Mayor, City of Ashland