

JACKSON COUNTY CHAMBER OF COMMERCE - SERVICE CONTRACT FY 19-20

THIS CONTRACT is made, and entered into this the 22nd day of May, the year 2019, 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, 2019 to June 30, 2020. 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	\$72,000; Payable as \$6,000 Monthly
Jackson County Chamber of Commerce consideration of space utilized for Visitor Center - Sylva	\$9,360; Payable as \$780 Monthly
Jackson County Chamber of Commerce consideration of space utilized for Visitor Center - Dillsboro	\$1,920; Payable as \$160 Monthly
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	\$2,500; Payable as lump sum on July 1, 2019
GrowthZone Lead Management Software	\$1,896; Payable as invoiced
Water Cooler Service for Visitors	As invoiced, not to exceed \$750 annually

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 \$2,500 for office supplies for FY 19-20. 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 and/or Dillsboro, 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 of 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.
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,
116 Central Street, 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.

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

Ann Self, Jackson County TDA Chair

ATTEST:

JACKSON COUNTY CHAMBER OF COMMERCE, INC.

NAME: _____
TITLE: _____

NAME: _____
TITLE: _____

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

Signature of Finance Officer

Date

ATTACHMENT 1

SCOPE OF SERVICES

- Maintain a staffed visitor center in Sylva, NC and Dillsboro, NC, serving the communities of Northern Jackson County, to respond to walk-in, telephone, email, and written tourism inquiries.
- Be responsible for the maintenance for the Visitor Centers, including parking, public restrooms, beautification of grounds, proper signage, and cleanliness of space.
- Provide trained staff for answering phones and responding tourism requests.
- Pay staff, related payroll expenses, health insurance (if applicable), and provide workers compensation insurance.
- Assist with providing tourism information for Jackson County TDA's website and Visitor Guide.
- Maintain an open dialogue with the Cashiers Area Chamber of Commerce Director.
- Update the TDA Director when a new tourism related accommodation, restaurant or retailer joins or their membership lapses for more than 90 days and they no longer qualify for listing.
- Collect and enter demographic or other data from visitors as requested by the TDA.
- As directed by TDA Board, assist and/or develop collateral materials, electronic messaging and other communications.
- Provide assistance, support, and information to the TDA Executive Director, who is tasked with supervising the Board of Director's initiatives.
- The Chamber Executive Director shall serve as an ex-officio member of the TDA Board and regularly attend conference call and in-person meetings with no more than two consecutive unexcused absences.
- As directed by TDA board, work with Public Relations firm to provide information and assist with press releases, host travel writers, television crews and all other media personnel.
- Share tourism and chamber information with the TDA on a monthly basis or as requested.
- Provide a report of aggregated staffing information at least once per quarter (or upon demand at the request of the TDA Executive Director or Board of Directors) to include: total number of hours of Chamber employee service, total number of hours dedicated to TDA duties, percentage of TDA duty hours based on total hours worked and average cost per hour.
- Partner with the TDA to keep an up-to-date event listing of Jackson County events for the TDA website; send new event listings (and updates) along with descriptions to TDA Executive Director.
- Work cooperatively with local, regional, and state organizations to promote tourism
- Provide routine, on-demand assistance Monday thru Friday (8) hours per day, at least five (5) days per week, with flexible weekend hours as determined by the TDA Board.

Visitor Centers may choose, at their discretion, to alter hours, staffing levels, or observe the following holidays (and be closed). Prior to any holiday, Visitor Centers should post a notice of the closure and direct visitors to the outdoor kiosk; kiosks should be stocked fully prior to any holiday.

Holiday Schedule:

New Year's Day

Martin Luther King, Jr. Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving (Two Days)

Christmas Eve and Christmas Day (Three Days)

- Share all tourism marketing opportunities the Chamber receives with the TDA for its consideration.
- Maintain a monthly inventory count of remaining print products that the TDA participates in funding of and share count in their monthly report.
- Maintain and provide monthly reports on how many:
 - Jackson County Visitor Guides were mailed to individuals
 - Jackson County Visitor Guides were bulk distributed to state visitor centers
 - Jackson County Visitor Guides were dropped off or picked up by accommodations or others
 - Fly Fishing Trail maps were mailed to individuals
 - Fly Fishing Trail maps were dropped off or were mailed to individuals
 - Telephone Call Inquiries were responded to, related to tourism
 - Email Inquiries were responded to, related to tourism
 - Walk-In Visitors accessed the visitor center
- Provide 24-hour access to printed visitor information for on-site pickup at the area's primary center and all other assigned kiosks.
- Provide dedicated telephone support for visitor inquiries during all hours of operation.
- Provide additional services and hours of operation as appropriate in the case of special events