

AGREEMENT

THIS AGREEMENT is made and entered into effective the 1st day of July 2025, by and between ALAMANCE COUNTY, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and ALAMANCE COUNTY AREA CHAMBER OF COMMERCE, INC, a not for profit corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "Chamber").

1. SCOPE OF SERVICES. Chamber agrees to provide the Economic Development Services ("Services") as follows;
 - a. Recruit new industries and businesses, ("companies") which support job creation and increased tax revenues for Alamance County.
 - b. Support existing businesses expand within Alamance County with an emphasis on job creation/retention as well as increasing the tax base.
 - c. Obtain written and advance approval of County Manager or authorized agents before determining and presenting any tentative incentives to a company.
 - d. Two representatives appointed by the County Commissioners will serve on the Chamber's Economic Development Committee.
 - e. The Chamber's Economic Development Committee shall meet on a regular basis as needed.
 - f. Actively market Alamance County in a positive way in local, regional and national publications as an attractive place to do business.
 - g. Inform all companies of the County's Economic Incentive Policy in accordance with G.S. 158-7.1.
 - h. Provide a quarterly report (Due October 1, January 1, April 1 and July 1) to the County Manager, which must include at a minimum:
 1. Number of companies who relocated or expanded as a direct result of economic development activities of the Chamber to date, including the past five (5) years
 2. Business projects which the Chamber engaged with regarding locating in or expanding in Alamance County. Information should include the type of each business.
 3. A report on how the County's contribution of \$125,000.00 is being, and has been, spent.
1. TERM. The Term is from July 1, 2025 to June 30, 2026.
2. PAYMENT. Based on performance, satisfactory to County and compliant with the terms of this agreement, County shall pay full compensation for

the Term of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00). Chamber must submit an itemized invoice of services provided for the month by the 5th day of the following month. County shall pay net 30 days the sum of \$10,416.67 per month.

3. INDEPENDENT CONTRACTOR. County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Agreement. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Chamber's activities. Taxes shall include, but not be limited to, Federal and State Income, Social Security, Workers' Compensation and Unemployment Insurance taxes. Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.
4. INSURANCE AND INDEMNITY. To the fullest extent permitted by law, Chamber shall indemnify and hold harmless County and its elected officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential, including reasonable attorney's fees, arising out of or resulting from Chamber's performance under this Agreement. This indemnification shall survive the termination of this Agreement.
5. 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.
6. NON-DISCRIMINATION IN EMPLOYMENT. Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Chamber shall take affirmative action to ensure qualified applicants are employed and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by County.
7. GOVERNING LAW. This Agreement shall be governed by and in

accordance with the laws of the State of North Carolina, venue Alamance County.

8. TERMINATION. This Agreement may be terminated, without cause by either party upon ninety (90) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination.

This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within ten (10) 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 Agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

11. SUCCESSORS AND ASSIGNS. Chamber shall not assign its interest in this Agreement. Chamber has no authority to enter into agreements on behalf of County.
12. COMPLIANCE WITH LAWS. Chamber represents it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement shall be carried out in strict compliance with all Federal, State, or local laws.
13. GOVERNMENTAL IMMUNITY. Notwithstanding any provision in this Agreement to the contrary, nothing contained in this Agreement shall be deemed to constitute a waiver of government immunity of the County as a local political subdivision of the State of North Carolina, which immunity is expressly and fully reserved to County.
14. NOTICES. All notices which may be required by this Agreement or any rule of law must be served either personally or postage pre-paid, certified mail, return receipt requested to the following addresses:

ALAMANCE COUNTY
ATTN: County Manager
124 West Elm Street
Graham, NC 27253

ALAMANCE COUNTY AREA CHAMBER OF COMMERCE
ATTN: President & CEO
610 S. Lexington Ave.
Avenue Burlington, NC 27215

15. COUNTY NOT RESPONSIBLE FOR EXPENSES. County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless agreed to by County in writing in advance.
16. EQUIPMENT. Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder.
17. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
18. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
19. E-VERIFY. The parties hereby stipulate that Chamber shall use the E-Verify system established and maintained by the United States Department of Homeland Security to ensure Vendors, Subcontractors and employees of subcontractors utilized by Chamber meet the employment eligibility requirements as set forth in the federal laws, rules and regulations and further shall maintain E-Verify records and make them immediately available upon the written request of County.

IN WITNESS WHEREOF, each Party intends in this Agreement to be under seal and has caused this Agreement to be executed as the act of each Party. Each individual signing below certifies he or she is the duly-authorized representative of the Party, who has proper authority to bind the Party to the terms of this Agreement.

SIGNATURE PAGE FOLLOWS

ALAMANCE COUNTY, NC

Heidi York
County Manager

ALAMANCE COUNTY AREA CHAMBER OF COMMERCE, INC.

Reagan C. Gural
President & CEO

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

Susan Evans, Alamance County Finance Manager