

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
GREATER HAYWOOD COUNTY
CHAMBER OF COMMERCE AND
HAYWOOD COUNTY

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into this the 20 day of November, 2017, between the **GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE** (hereinafter "the Chamber"), and **HAYWOOD COUNTY** (hereinafter "the County"), together, the Parties.

WHEREAS, the Parties hereto entered into an MOU dated March 3, 2014, which included in Section 5, a prohibition against an assignment by either party; and

WHEREAS, the Chamber desires to enter into the proposed Consulting Contract Agreement with Asheville Area Chamber of Commerce, Inc. ("Consultant"), a copy of which is attached hereto as Exhibit "A", wherein a portion of the duties, responsibilities and functions of the Chamber are being assigned and transferred to Consultant; and

NOW THEREFORE, with mutual consideration, undertakings and covenants, the Parties agree as follows:

1. Section 5 is hereby modified and amended to expressly permit and approve the assignments represented by the Consulting Contract Agreement with Asheville Area Chamber of Commerce, Inc., as set forth upon Exhibit "A" attached hereto.
2. Where in conflict with the MOU hereby amended, the aforesaid Consulting Contract shall control.
3. Section 3.b. is amended to make same consistent with Section 5 and 6 of the Consulting Contracting Agreement by deleting said paragraph and substituting in lieu thereof, the following:

"The term of the Amendment to Memorandum of Understanding shall continue until December 31, 2020. Neither party may terminate this MOU while the Consulting Contract Agreement is in effect. The MOU will continue yearly and will be in effect unless either party provides written notice on or before June 30th of each year. County understands that to fulfill the Consulting Contract Agreement payments may be required during the remaining calendar year before termination of the MOU and Consulting Agreement."

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the day and year first above written.

GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE

By: CeCe Hipps
CeCe Hipps, President

[Signature]
Ken Flynt, Chairman

HAYWOOD COUNTY

By: [Signature]
J. W. "Kirk" Kirkpatrick, III

ATTEST:

Elizabeth C. Way
Elizabeth C. Way, Clerk to the Board
Board of County Commissioners

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

[Signature]
Julie Davis, Haywood County Finance Director

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Consulting Contract Agreement

THIS AGREEMENT made and entered into this, the ___ day of _____ 2017, by and between the Asheville Area Chamber of Commerce, Inc., a North Carolina nonprofit corporation (hereinafter referred to as "Consultant") and the Greater Haywood Chamber of Commerce, Inc., a North Carolina nonprofit corporation (hereinafter referred to as "Consultee");

WITNESSETH:

WHEREAS, the Consultant is, pursuant to a separate agreement, charged with the responsibility of administering the duties of economic development efforts in an efficient and economical basis within Buncombe County; and

WHEREAS, the Consultee is, pursuant to a separate agreement, charged with the responsibility of administering the monies and duties of economic development efforts in an efficient and economical basis within Haywood County; as set forth in an MOU dated March 3, 2014 a contract which is attached hereto as Exhibit A, as amended to modify Section 5; and

WHEREAS, the Consultee approached the Consultant with the idea of utilizing the years of strategic effort, infrastructure and additional resources to begin a partnership around marketing Haywood County for business development and recruitment; and

WHEREAS, the economic development department of the Asheville Area Chamber of Commerce was awarded the designation of Accredited Economic Development Organization standing by IEDC and is one of only 53 in the world; and

WHEREAS, the Asheville staff more than doubled their goal for both jobs and capital investment in the first five years of the AVL 5x5 economic strategy for the area; and

WHEREAS, both parties intend to become leaders in the state in promoting regional cooperation and effective leadership in the regional economy;

NOW THEREFORE, with mutual consideration, undertakings and covenants as stated hereinafter, the parties hereto agree as follows:

- 1) The Consultant shall carry out and perform the following services on behalf of the Consultee:
 - a. The Consultee will have direct access to the High Growth Entrepreneurship System (separate from small business) built through Venture Asheville - a sub-brand of the Consultant.
 - b. The Consultee will have direct access to public policy staff and advocacy around individual project needs and regional issues in common.

- c. The Consultant will share project leads with the Consultee, as analyzed by Consultant's Vice President of Economic Development and considered suitable for property available in Haywood County.
 - d. The Consultant will include Haywood County properties in its online marketing tools and website.
 - e. The Consultant will include Haywood County properties in 4-6 market visits per year, wherein Consultant's economic development team will meet with an estimated 10-15 site selection specialists per visit.
 - f. The Consultant will utilize its long-established search engine optimization (SEO) platform to include Haywood County sites and buildings.
 - g. The Consultant will adapt its current project management system and reporting to include Haywood County sites and buildings.
 - h. The Consultant will provide assistance to the Consultee on an advisory basis when Request for Proposals by interested companies are received by the Consultee.
 - i. The Consultant will provide templates for research and site information documents to help promote Haywood County. Consultee will utilize local expertise and staff or representatives to collect the data and information needed to fill those templates.
 - j. The Consultant will provide monthly reports on deal flow, sales pipelines and highlights of project activity for Consultee's usage.
- 2) The Consultee will compensate the Consultant \$100,000.00 per calendar year, for three (3) years, beginning January 1, 2018 and ending December 31, 2020, on a quarterly basis in increments of \$25,000.00.
 - 3) Expenses related to hosting potential clients, companies and businesses specific to Haywood County would be in addition to the annual consultation fee.
 - 4) Expenses related to the production of materials relating to marketing and site information, outside the parameters of Section 1 above, specific to Haywood County are in addition to the annual consulting fee.
 - 5) The parties hereby agree that this Agreement shall be in effect for three calendar years beginning on January 1, 2018 and ending on December 31, 2020.
 - 6) The parties agree that this Agreement shall thereafter be on-going on a yearly basis, unless stated separately in writing, and with six (6) months' notice prior to desire to terminate.

IN WITNESS THEREOF, the Consultant and Consultee have executed this Agreement by their respective duly authorized officers, as of the day and year first written above.

ASHEVILLE AREA
CHAMBER OF COMMERCE, INC.

GREATER HAYWOOD
CHAMBER OF COMMERCE, INC.

Kit Cramer, President

CeCe Hipps, President

ATTESTED BY:

ATTESTED BY:

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

MEMORANDUM OF UNDERSTANDING
GREATER HAYWOOD COUNTY
CHAMBER OF COMMERCE AND
HAYWOOD COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 3rd day of March 2014, by and between the **GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE** (hereinafter "the Chamber"), **HAYWOOD COUNTY** (hereinafter "the County"), together, the Parties.

WHEREAS, the County intends to receive economic development services from the Chamber through a newly formed Economic Development Commission ("EDC") to build the community tax base and diversify economic sectors; and

WHEREAS, the County, the EDC and the Chamber have a mutual interest in establishing and maintaining a successful economic environment; and

WHEREAS, the discussions have resulted in the parties reaching a mutual understanding regarding a plan for the Chamber to provide services to the County through its EDC; and

NOW, THEREFORE, it is agreed by and between the Parties that their rights and obligations to each other during the term of the MOU shall be as follows:

1. Chamber Services

The Chamber agrees to perform services and make covenants for the County as follows:

- a. Form an Economic Development Commission Board (EDC Board) with a Mission Statement, Logos, Board Composition and Strategies for Moving Forward as set forth upon Exhibit A entitled "Economic Development Taskforce-Framework for Structure", except as set forth in b and c of this memorandum. Exhibit A is incorporated by reference as if fully set forth herein.
- b. In addition, the Chairman of the Board of Commissioners, or his designee, shall be able to add a member of the Haywood County Board of Commissioners, appointed by the Haywood County Board of Commissioners, as a voting board member on the EDC board, including participation in any and all non-public session discussions of the EDC and all other EDC activities. Likewise, the Haywood County Manager shall be appointed as an additional member.

- c. Provide guidance to the County on economic development policy discussions and economic development negotiations for incentives with eligible project companies.
- d. Complete work on all projects and tasks as indicated in Exhibit B entitled "Economic Development Taskforce-Branding, Marketing and Communication." Exhibit B is incorporated by reference as if fully set forth herein.
- e. Provide insight about the economic development process to the EDC and engage in discussion on publicly available information on projects.
- f. Market the area to bring new companies to the County, including:
 - i. Hosting prospective companies from outside the Haywood County area;
 - ii. Attend and or participate in tradeshow and mission trips;
 - iii. Participating in and leading efforts with collaborating agencies.
- g. Build relationships with existing businesses to help them expand or stay in the area and assist new business start-ups, including:
 - i. Visiting area companies for retention and expansion consultations;
 - ii. Coordinating with companies to engage value added economic development partners including but not limited to: NC State IES, NC Department of Commerce, Mountain Area Workforce Development Board, NCEC, NCDOT, WNC transportation Alliance, E3 and others;
 - iii. Working with new and expanding companies to facilitate growth.
- h. Provide economic and applied research on the area, including:
 - i. Responding to research requests as appropriate;
 - ii. Preparing and presenting reports to government and business organizations
- i. Create a marketing and communication campaign to support targeted economic development efforts.
- j. Provide a strategic plan for the EDC related to economic development in Haywood County, with performance measures, and update the same as needed.

- k. Provide audited financial statements, utilizing an independent outside audit based on accounting principles generally accepted in the United States of America, showing the County's contribution and related expenses, to the County on an annual basis.
- l. Develop a budget for use of the funds annually. The first budget is attached as part of Exhibit C. Exhibit C is incorporated by reference as if fully set forth herein. The Chamber retains the right to reallocate individual line items in the EDC budget as necessary.
- m. Provide an annual assessment of the success of the EDC and provide a detailed annual report including but not limited to, audit report, completion of strategic plan, performance measures and other things, to the Board of Commissioners upon completion, commencing one year after the initial grant and continuing every year after. Any items not expensed out of allocated funds at the end of the fiscal year will be retained by the Chamber and allocated for future fiscal years in accordance of this agreement.

2. Payment for Services; Accounting

The County shall pay to the Chamber the total sum of \$223,059.00 per fiscal year (July 1 - June 30) for the services described herein. During the 2014-2015 fiscal years, payment shall be made quarterly commencing July 1, 2014 and due the 1st day of each quarter. Prior to the first payment, the Chamber shall provide a copy of an independent outside audit based on accounting principles generally accepted in the United States of America. The second payment and subsequent payments shall be made following a brief report of the activities, outcomes and expenditures of the Chamber's services for the previous three (3) months, including a detailed description of the results of those services listed on Exhibits A and B. The payment schedule is as follows \$75,000.00 beginning July 1, 2014 and \$49,353.00 per quarter thereafter. In the following years, payments will be made in four quarterly payments in the amount of \$55,764.75 per the annual approved budget.

3. Effective Date; Term; Termination

- a. This MOU shall become effective on July 1, 2014.
- b. The term of this MOU shall be for a period of sixty (60) months, with an initial period of twenty-four (24) months, commencing on the effective date noted above through June 30, 2016. Following the initial term, an automatic term renewal for twelve (12) months will be in effect unless either party provides a ninety (90) day written notice to the Chamber prior to the end of the term of the MOU.

- c. Both parties mutually agree that both parties can terminate this MOU, for any reason, with thirty (30) day written notification.

4. Notices

All notices to be provided under this MOU shall be in writing and delivered by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

- a. Greater Haywood County Chamber of Commerce
28 Walnut Street
Waynesville, NC 28786
- b. Haywood County
215 N. Main Street
Waynesville, NC 28786

5. Assignment

This MOU shall not be assigned by either party.

6. Amendment

This MOU may be modified or amended only by a written amendment signed by both parties.

7. Applicable Law

This MOU shall be governed by and construed under the laws of the State of North Carolina.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the day and year first above written.

GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE

BY: CeCe Hipps
CeCe Hipps, President

Greg Bookbroyd
Greg Bookbroyd, Chairman

ATTEST:

HAYWOOD COUNTY

Ira Dove
Ira Dove
Interim County Manger/Clerk to Board

BY: Mark S. Swanger
Mark S. Swanger
Haywood County Board of Commissioners

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

Julie Davis
Julie Davis
Haywood County Finance Director

Exhibit A

MEMORANDUM OF UNDERSTANDING
GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE,
HAYWOOD COUNTY BOARD OF COMMISSIONERS AND
HAYWOOD COUNTY ECONOMIC DEVELOPMENT COMMISSION

Economic Development Taskforce - Framework for Structure

Mission Statement

The mission statement for both organizations will remain the same.

The mission of The Haywood County Economic Development Commission is to foster a healthy and prosperous economy and quality of life for our community through the development of capital investment, job creation and entrepreneurial opportunities while supporting existing business and industry.

The Greater Haywood County Chamber of Commerce is a membership-driven business organization that is dedicated to providing our members with the resources necessary for business success. We provide the resources necessary for business success, economic vitality and a sustained quality of life.

Logos

Each entity will have a separate identity and logo. Chamber has recently gone through a rebranding. Economic Development will go through a rebranding process as well. See strategies below for moving forward.

Board Composition

The board would be inclusive of all stakeholders and would consist of the representatives listed below. The meeting frequency will be determined by the board.

1. Rep from defined industry clusters (multiple people) align w/regional and state clusters
2. Duke Energy/HEMC/Town of Waynesville – utility representative
3. Chair of County Commissioners, or designee
4. Haywood County Manager
5. Mayor – Town of Waynesville, or designee
6. Mayor Town of Canton, or designee
7. Mayor Town of Maggie Valley, or designee
8. Mayor Town of Clyde, or designee
9. Manufacturing (Ex: Evergreen, ConMet)
10. Financial Industry Representative
11. Haywood County Chamber President
12. Community College Representative
13. Public School Representative
14. Hospital Representative
15. Haywood Advancement Fdn Rep
16. Tourism Development Authority
17. 2 At Large Members – Business Community

While we recognize that the board has a significant number of positions listed, inclusiveness of community stakeholders in economic development efforts is critical to our future success.

A quorum will be defined once the board is established.

Strategies for Moving Forward

- 1. Form the Board (expansion)**
2. Work with economic developer to evaluate and review the job descriptions of the staff
- 3. Engage in Strategic Planning Process**
4. **Identify Industry Clusters** (Some Suggested Industry Clusters listed below) The categories listed below are suggested categories but would need to be aligned with regional and state clusters.
 - a. Manufacturing
 - b. Science & Technology
 - c. Knowledge-based Entrepreneurship
 - d. Arts & Culture
 - e. Health Care
 - f. Tourism, Outdoor Recreation and Adventure
5. The cluster committees will support the Board at appropriate times
- 6. Develop Matrix for Measurement and Timeline with Benchmarks (Accountability)**
- 7. Develop Communications Plan**
8. **Seek Capital Investors** - Municipalities, County, Large Industry and Business

Committee Notes:

- Expansion of the current board is a must regardless of the location of the EDC
- Funding needs to be increased regardless of the source of revenue
- Matrix for Accountability and timeline needs to be developed
- The EDC will need a focus and a renewal of priorities

Exhibit B

MEMORANDUM OF UNDERSTANDING
GREATER HAYWOOD COUNTY
CHAMBER OF COMMERCE AND
HAYWOOD COUNTY

Economic Development Taskforce – Branding, Marketing and Communication

A solid image and brand for the county is the result of marketing and communicating a consistent message in appearance and delivery for the Haywood County Chamber of Commerce and the Economic Development Commission.

Consistency would bring forth the following Benefits:

- Broadening the scope of marketing beyond Haywood County, attracting a large audience of potential visitors, residents, and businesses
- Design and develop a cohesive marketing and communication strategy
- Creating a one stop shop for information on Haywood County Serving including statistical information about schools, tourism, health, culture, housing, wages etc.
- Gaining economies of scale with marketing with a website, marketing collateral, presentation materials, printing, and resources etc.
- Strengthening the focus of marketing and communications
- Establishing more integrated accountability by reporting progress achieved against the strategic plan to the Haywood County Commission quarterly (more often if requested)
- Designing effective reporting and analytical tools
- Showcasing and communicating the unique natural resources of Haywood County such as the lifestyle, safety, outdoors, and recreations
- Serving as a catalyst for the stakeholders in the economic development of Haywood County
- Seeking the intellectual capital that exists in our community to assist in strengthening Haywood County
- Cultivate partnerships with local media, hospitality, and other distribution options to provide input and opportunities
- Providing balanced consideration for all facets of business opportunities through research and market segmentation
- Create incentives/packages to visit Haywood County
- Utilizing data mining by a broader audience

Tactics to achieve the above stated benefits:

- Identify the 3-5 major areas of development for the county, referred to as “clusters” as the foundation from which to build and design specific action steps for each cluster
- Design and develop a formal 1-3 year branding, marketing, and communication strategy which will include, but not limited to, the following tactics
 - Design an executive overview of the marketing and communication strategy
 - Integrate the website for the Haywood Chamber of Commerce and the Haywood County Economic Development Commission (currently the Chamber website is being redesigned as part of the rebranding initiative)
 - Develop a template for a monthly EDC E-Newsletter for distribution
 - Enhance an EDC PowerPoint presentation to be utilized for community/civic organizations
 - Enhance an EDC PowerPoint presentation to be utilized for trade shows, clients, and conferences

- Design marketing collateral and tear sheets showcasing the potential of establishing and transacting business in Haywood County; communicating outcomes and impacts of trends for economic development achievements
- Utilize the leadership of the Chamber to collaborate with Haywood Community College, the Hospital, Towns of Canton, Clyde, Maggie Valley, and Waynesville and others to create a cohesive strategic plan
- Collaborate and communicate with local, regional, state and national economic development agencies to further economic development in Haywood County. Some of these agencies include:
 - Southwestern Commission for Region A
 - Land of Sky Regional Council Region B
 - Advantage West Regional Economic Development Group
 - Carolina West Regional Economic Development Group
 - NC Department of Commerce
 - The Rural Division of Commerce
 - Golden LEAF foundation
 - Federal Department of Commerce
 - Other such groups that further economic development
- Attend the Haywood County Commissioners meetings as needed by the Chamber/EDC leadership and maintain situational awareness of important economic topics of the Board of Commissioners
- Offer workshops/seminars on a host of topics that are of interest to the community at large and special niche markets by partnering with the talents of Haywood Community College Business, Leadership Haywood, Chamber Small Business Development Series etc.
- Keep open communications with the County concerning important economic topics

Exhibit C

MEMORANDUM OF UNDERSTANDING
GREATER HAYWOOD COUNTY CHAMBER OF COMMERCE,
HAYWOOD COUNTY BOARD OF COMMISSIONERS AND
HAYWOOD COUNTY ECONOMIC DEVELOPMENT COMMISSION

Economic Development Taskforce - Budget

Personnel

Expense	Budget
Salaries and Wages - Reg	\$118,000
Salaries and Wages-Longevity	\$0
Board Member Expense	\$500
Social Security Contribution	\$9,247
Retirement Contribution	\$0
Co-Contrib-401(K) Su	\$0
Hospitalization Ins	\$7,200
Worker's Comp Contribution	\$495
Other Fringe Benefits	\$72
Total Personnel	\$135,514

Administration

Expense	Budget
Office Supplies & Materials	\$2,350
Dues and Subscriptions	\$4,250
Travel	\$8,000
Communications	\$2,400
Communications - EE Cell Phone (annual cost)	\$1,500
Equipment	\$1,500
Audit and Accounting	\$5,000
Total Administration	\$25,000

