

Draft
AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee ("**CITY**") and the **CROSSVILLE-CUMBERLAND COUNTY CHAMBER OF COMMERCE**, a Tennessee non-profit organization located at 34 South Main Street, Crossville, Tennessee ("**CHAMBER**").

WITNESSETH

WHEREAS, the City Council of the City of Crossville has adopted the COMMUNITY ECONOMIC/COMMUNITY DEVELOPMENT COOPERATIVE AGREEMENT (Cooperative Agreement) pledging the support of multiple entities within Cumberland County, Tennessee to working together for an improved local economy and improved community infrastructure to support local families and business, and

WHEREAS, the City of Crossville wishes to contract with the Chamber to assist in carrying out the objectives of the Cooperative Agreement; and in the execution of a structured economic development strategy in: retiree recruitment, industrial recruitment, tourism attraction, leadership development and downtown redevelopment, and

WHEREAS, the Chamber has indicated an interest in assisting the City in accomplishing these aforementioned objectives, and

WHEREAS, the Chamber and the City wish to increase capital investment in Crossville in order to increase the economic vitality of the community through the creation of new jobs/retention and expansion of existing industry, enhancement of the tax base, and promotion of the City as a part of a retirement community and the betterment of the community's support system upon which to build a better economic future, and

WHEREAS, the Chamber has the interest, expertise, and capable staff to perform the services required by this Agreement.

NOW, THEREFORE, the City and the Chamber, for the mutual considerations stated herein, agree as follows to the Scope of Services:

I. RETIREE RECRUITMENT PROGRAM

Since new residents attracted to Cumberland County support the City through property taxes and through retail sales and resulting sales taxes, the Chamber will continue participation with the Retire Tennessee program and thereby have Crossville represented at Ideal Living Shows and through follow-up communication to those indicating an interest in our community as a potential retirement location.

II. INDUSTRIAL RECRUITMENT PROGRAM

Due to Crossville/Cumberland County's location to over 70% of U.S. markets by a one-day truck delivery, proximity to three major population centers in Tennessee and location adjacent to Interstate 40, the Chamber will market available industrial buildings and

properties to prospects provided by: TECD, TVA and those self-generated in various targeted industries.

III. TOURISM ATTRACTION PROGRAM

Through the Crossville-Cumberland County Convention and Visitors Bureau, marketing strategies will be implemented to attract visitors to our community for our natural amenities (parks, trails, etc.), cultural amenities (the many arts venues, Palace Theatre, Playhouse, etc.) and our standing as, "The Golf Capital of Tennessee".

IV. EXISTING INDUSTRY PROGRAMMING

In concert with Cumberland County government, the Chamber will plan and execute a vibrant existing industry program to include (but not be limited to): industry visits (with TECD/TVA/TDEC and others as necessary), compilation of various incentives and an ongoing Executive Managers Group.

V. LEADERSHIP DEVELOPMENT PROGRAM

Since the Chamber has been operating the Leadership Cumberland program for several years producing tomorrow's community leaders, this program will be a component of this Agreement between the City and the Chamber.

VI. DOWNTOWN DEVELOPMENT PROGRAM

In cooperation with Downtown Crossville Inc., the City/County and Chamber will strive to take the necessary steps to insure that our community will reach the milestones of a Tennessee Downtown Program activity striving for a designation of a Tennessee Main Street Program in 2019.

TERMS AND CONDITIONS

- A. TERM:** This Agreement will be effective upon its full execution by the appropriate officials shown on the signature page of this document. The parties acknowledge that the Chamber continues providing service pursuant to the Agreement as of July 1, 2017. The term of this Agreement will expire on June 30, 2018. Prior to next year's budget process, the City will review with the Chamber the services needed in order to accomplish the best overall economic/community development strategy for the community.
- B. CONTRACT PRICE:** For the satisfactory performance of the Agreement, the City will pay the Chamber a sum not to exceed SEVENTY SEVEN THOUSAND FOUR HUNDRED (\$77,400) DOLLARS for the 2017-2018 fiscal year. Under no circumstances will funds be authorized or disbursed for any services which are not eligible upon the City's determination of satisfactory performance.
- C. TERMINATION:** Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least thirty (30) days prior written notice of the date of termination. In such an event, all finished or unfinished work prepared by the Chamber will become the property of the City, and the Chamber will be entitled to compensation for any work performed prior to said termination. The City may suspend or terminate this Agreement, or with any of the rules, regulations or provision referred to herein. Furthermore, the City may declare the Chamber ineligible for any further participation in City contracts. In the event that the City has probable cause to believe that the Chamber is in non-compliance with any applicable rules and

regulations, the City may withhold contract funds until the City finds the Chamber to be in compliance, or until the Chamber is otherwise adjudicated to be in compliance.

- D. **RECORDS AND REPORTING:** The Chamber must submit annually to the City's Finance Department its audited financial statements. The City will have access to any books, documents, papers and records of the Chamber that are directly pertinent to this Agreement; said access if for the purpose of conducting audits, if desired.
- E. **HOLD HARMLESS AND INDEMNIFICATION:** The Chamber shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims demands, loss or damages alleged to have arisen from an act or omission of the Chamber while rendering services pursuant to this Agreement. The Chamber shall save, indemnify and hold the City harmless from the cost of defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and the Chamber shall assume and take over the defense of the City in any such claim, demand, suite, or cause of action upon timely notice and demand for same by the City. In the event the Chamber refuses to defend the City, the Chamber shall pay all costs, attorney fees, and expenses incurred by the City. The Chamber shall save, indemnify and hold harmless any pay judgments that shall be rendered in any such action, suits, claims, or demands against the City alleging liability references above.
- F. **DOCUMENTATION PROVIDED BY ORGANIZATION:** The Chamber shall provide the City of Crossville, Tennessee, audited financial statements within six (6) months of the close of each fiscal year. If audited financial statements are not available, internally prepared documents approved by the Board of Directors shall be submitted until which time that audited financial statements are prepared by the organization's certified public accountant.

IN WITNESS WHEREOF, the City of Crossville and Chamber have executed this Agreement in two (2) copies as of the below-written dated.

This _____ day of _____, 20_____.

CITY OF CROSSVILLE, TENNESSEE

CROSSVILLE-CUMBERLAND COUNTY
CHAMBER OF COMMERCE

BY: _____
James S. Mayberry, Mayor

BY: _____
Vicki Baucum, Chairman of the Board

STATE OF TENNESSEE
CITY OF CROSSVILLE

Before me the undersigned authority, a Notary Public in and for said State and City personally appeared James S. Mayberry, with whom I am personally acquainted (or proved to me to n the basis of satisfactory evidence) and who upon oath acknowledged himself to be MAYOR OF CROSSVILLE, TENNESSEE, and that he as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the county by himself as MAYOR.

Witness my hand this _____ day of _____, 20____.

Notary Public

My commission expires: _____

CROSSVILLE-CUMBERLAND COUNTY CHAMBER OF COMMERCE
CROSSVILLE, TENNESSEE

Before me the undersigned authority, a Notary Public in and for said State and City personally appeared Vicki Baucum, with whom I am personally acquainted (or proved to me to n the basis of satisfactory evidence) and who upon oath acknowledged herself to be CHAIRMAN OF THE BOARD OF THE CROSSVILLE-CUMBERLAND COUNTY CHAMBER OF COMMERCE, CROSSVILLE, TENNESSEE, and that she as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the county by herself as CHAIRMAN.

Witness my hand this _____ day of _____, 20____.

Notary Public

My commission expires: _____