

**AGREEMENT BETWEEN OCONEE COUNTY, GEORGIA
AND OCONEE COUNTY TOURISM & VISITORS BUREAU**

THIS AGREEMENT (the "Agreement") is made as of this 8th day of October 2019, by and among **OCONEE COUNTY, GEORGIA** (the "County"), a political subdivision of the State of Georgia, and **OCONEE COUNTY TOURISM & VISITORS BUREAU, INC.** ("the Vendor"), a Georgia nonprofit corporation, the County and the Vendor being sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the County desires to promote the benefits and advantages of the County for tourism-related activities for the purpose of stimulating economic growth in the County;

WHEREAS, pursuant to O.C.G.A. §§ 48-13-51(a)(4), and Oconee County Code §§ 58-164, the County levies and collects a tax upon the occupancy of hotel and motel rooms within the County (the "Hotel-Motel Tax");

WHEREAS, Oconee County Code §§ 58-173, et seq. provides that the Hotel-Motel Tax collected shall be used exclusively for tourism development within the county;

WHEREAS, pursuant to, and as limited by, O.C.G.A. §§ 48-13-51(a)(4), the County must expend, in each fiscal year during which the Hotel-Motel Tax is collected, an amount equal to at least sixty percent (60%) of the total taxes collected for the purpose of promoting tourism, conventions, and trade shows;

WHEREAS, the sixty percent (60%) so expended may be expended through a contract a private sector nonprofit organization such as the Vendor, or through such other methods as designated in O.C.G.A. § 48-13-51(a)(4);

WHEREAS, the County and the Vendor desire that the Vendor be the Destination Marketing Organization, and be designated an exclusive provider of convention and tourist promotion services for the benefit of the County in accordance with the terms and provisions of this Agreement; and

WHEREAS, in consideration for the Vendor acting as a provider of convention and tourist promotion services for the benefit of the County, the County shall pay fees to the Vendor through the appropriation of designated proceeds of the Hotel-Motel Tax in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 ARTICLE I - Hotel and Motel Tax

1.1 Hotel-Motel Tax. The County shall pay to the Vendor fees in amounts as appropriated by the County each year in the adoption of its budget, such funds to be expended pursuant to the County's obligations under O.C.G.A. § 48-13-51(a)(4). Said fees, when combined with other amounts paid by the County pursuant to O.C.G.A. § 48-13-51(a)(4) will not be less than sixty percent (60%) of all the County's Hotel-Motel Tax monies levied. The County shall make payment of such fees to the Vendor in approximately equal monthly installments based on actual receipts of the County's Hotel-Motel Tax on or before the fifteenth day of each month and on a like day each month during the term of this Agreement. 1.2 Private Funds. In addition to the fees paid to the Vendor from the tax sources set out in Section 1.1 herein, the Vendor's annual income may consist of contributions, membership dues, in-kind donations, and fees for services from private sources.

1.3 Reports. The Vendor shall provide the County with such information and/or reports verifying the proper use of tax monies paid to the Vendor on a monthly basis.

1.4. Fiscal Policy. The Vendor agrees to adopt and adhere to the Fiscal Policy of Oconee County.

1.5. Vendor agrees to maintain its status as an approved organization under §501(c)(6) of the Internal Revenue Code at all times.

2 ARTICLE II - Resources and Services Provided by County

2.1 Staff. The County may provide the Vendor with staffing per the approved position chart, including Human Resource and other administrative services. County employees utilized by Vendor shall be subject to the County's Personnel Policy.

2.2 Facilities, Equipment and Telecommunications. The County shall provide facility maintenance and provide upkeep to the Eagle Tavern Museum. The County will provide access to network services, telephone(s), copier(s), facsimile machine(s) and computer equipment in space rented by the Vendor. The Vendor is responsible for office equipment including, but not limited to, office furniture and all fixtures therein. The Vendor will also pay all utility bills associated to the function of the Vendor.

2.3 Compensation. As compensation for resources and services provided, the County shall retain forty percent (40%) of collected Hotel-Motel taxes.

3 ARTICLE III - Services Provided by the Vendor

3.1 Services. The Vendor shall undertake the promotion of tourism through marketing, advertising and conducting promotional programs to attract tourist and convention delegates, or registrants to the County. Specifically, but without limitation, the Vendor agrees as follows:

- (a) To develop an appropriate strategy and action plan for promoting tourism and visitors in Oconee County.

- (b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the County for visitors, groups, and meetings;
- (c) To maintain exhibit booths at appropriate trade shows, conventions and the like for the purpose of attracting visitors, travel groups, meetings, exhibits, selected trade, sports and consumer shows, and other events to the County;
- (d) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, Georgia Association of Convention & Visitor Bureaus, Historic Heartland Travel Association, Georgia Antebellum Trail, and other such associations, in order to assure that favorable publicity about the County may be continued and expanded;
- (e) To solicit organizations to use appropriate facilities located in the County;
- (f) To provide services to associations, organizations or groups convening or holding meetings in the County; and to coordinate with the appropriate County departments, local hotels, restaurants and entertainment facilities, and to strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the County;
- (g) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels, motels, attractions , and other such locations of interest located in the County, and to distribute said materials;
- (h) To expend funds in each fiscal year in accordance with its fiscal year budget, submitted as hereinafter provided to the County;
- (i) To maintain appropriate bank accounts and records for deposit and expenditure of all fees paid by the County hereunder;
- (j) To operate and maintain an accounting system in accordance with professionally accepted accounting principles and the County's adopted Fiscal Policy;
- (k) To cause the Executive Director of the Vendor to appear on request from time to time before the County's Board of Commissioners to discuss the Vendor's operations and finances;
- (l) To operate and maintain the Oconee County Welcome Center and coordinate staff/ volunteer efforts for the Bureau;
- (m) Provide access and tours of Eagle Tavern Museum to the public and,
- (n) To perform all other obligations provided elsewhere in this Agreement.

4 ARTICLE IV - Term/Renewal

- 4.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on upon adoption by both parties, and extending through June 30, 2020, unless this Agreement shall be terminated or extended in accordance with other provisions contained herein.
- 4.2 Renewal. The term of this Contract shall automatically be extended annually for additional terms of five (5) years unless provided with thirty (30) day written notice by the County of intent to not renew.

5 ARTICLE V - Independent Contractor

- 5.1 Independent Contractor. The relationship of the Vendor to the County shall be that of independent contractor as to all services performed hereunder and not as an officer, agent, or servant of the County. The Vendor shall have exclusive control of its operations hereunder.

6 ARTICLE VI - Termination

- 6.1 Termination for Default. If through any cause, either the Vendor or the County, shall fail to fulfill in a timely manner any of their respective obligations under this Agreement and said defaulting party fails to commence good faith continuous efforts to cure such default within fifteen (15) days of receipt of notice of default from non-defaulting party, the non-defaulting party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
- 6.2 Termination without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party of such termination at least thirty (30) days prior to the effective date of such termination.
- 6.3 If at any time the County reasonably believes Vendor is not operating in compliance with §501(c)(6) of the Internal Revenue Code, any other law or this Agreement, it may suspend payments hereunder for the time necessary to determine noncompliance or not. A determination of non-compliance which is not cured to the County's satisfaction, shall, at the County's option, result in termination of the Agreement and relieve the County of the obligation to make any further payments.

7 ARTICLE VII - Prohibition Against Discrimination

- 7.1 Anti-Discrimination Policy. Neither Party shall, during the term of this Agreement, discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap, and shall comply with all local, state and federal laws and regulations relating to non- discrimination.

8 **ARTICLE IX - Miscellaneous**

- 8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings by or between the Parties with respect to the matters provided for herein.
- 8.2 Public Access; Open Meetings and Open Records. The parties acknowledge that the Vendor will be subject to the Georgia Open Records Act and the Georgia Open Meetings Act. Vendor shall comply with all provisions of such Acts, including, without limitation, public access to all Tourism and Visitor's Bureau Board and Committee meetings notification of meetings and providing documents within the time period required. The County shall provide any technical assistance necessary in complying with the Acts.
- 8.3 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The state and federal courts having jurisdiction over Oconee County, Georgia shall have the exclusive jurisdiction over all matters arising out of this Agreement.
- 8.5 Severability. In the event that one or more of the provisions of this Agreement is determined invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 8.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the Parties have executed, acknowledged, sealed and delivered this Agreement as of the date first above written.



OCONEE COUNTY BOARD OF COMMISSIONERS



John Daniell, Chairman

OCONEE COUNTY TOURISM AND VISITORS BUREAU



Casey Deming, Chairman