

INTERGOVERNMENTAL CONTRACT

between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this ____ day of _____, 2016 pursuant to the provisions of O.C.G.A. § 48-13-51(b) (hereinafter referred to as “Hotel-Motel Tax”), established by House Bill 1168, between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the “City”) and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the “County”) (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the “Parties”) is for the purpose of amending the Articles of Incorporation and By-Laws of the Griffin Business and Tourism Association, Inc. to establish the Griffin-Spalding Business and Tourism Association, Inc. and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, House Bill 1168 codified at O.C.G.A. § 48-13-51(b), which became effective July 1, 2008, created a new hotel-motel tax authorization with rates up to eight percent (8%); and

WHEREAS, the City currently imposes a hotel-motel tax of eight percent through the Griffin Business and Tourism Association, Inc. as its Destination Marketing Organization; and

WHEREAS, the County wishes to impose a hotel-motel tax of eight percent through the Griffin Business and Tourism Association, Inc., as amended to the Griffin-Spalding Business and Tourism Association, Inc., as its Destination Marketing Organization; and

WHEREAS, the City and County wish to consolidate the entities involved in the collection of the hotel-motel tax;

NOW THEREFORE, the Parties agree to the following:

ARTICLE I **PURPOSE**

Section 1.01. Purpose. The purpose of this Contract is to amend the Articles of Incorporation and By-Laws of the Griffin Business and Tourism Association, Inc. to establish the Griffin-Spalding Business and Tourism Association, Inc. (hereinafter referred to as “GSBTA”) and to provide for the duties and responsibilities of both Parties.

ARTICLE II

POWERS AND DUTIES OF THE CITY

Section 2.01. Executive Director. The City's Main Street Program Manager shall serve as the Executive Director of the GSBTA. The Executive Director of the GSBTA shall be responsible for the management of the day-to-day affairs of the GSBTA and for the implementation of policies set by the Board of Directors of the GSBTA. The Executive Director shall be an employee of the City, and as a result, shall continue to operate under the City's personnel policy and shall be compensated accordingly.

Section 2.02. Budget. The City agrees to the estimated Fiscal Year 2017 budget, specifically, the 2017 fiscal operating capital budget, pending formal budget adoption by the City of Griffin Board of Commissioners. The budget is attached hereto and incorporated herein as Exhibit "A". The City shall continue to fund the operations of the GSBTA at no less than an annual amount of sixty-five thousand four hundred twenty two dollars (\$65,422.00), which shall be inclusive of the amount currently designated to the Main Street Program. The City shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual restricted hotel-motel tax revenue on a monthly basis.

Section 2.03. The Griffin Regional Welcome Center. The City shall be responsible for any expenses relating to the Griffin Regional Welcome Center exceeding those that are the responsibility of the GSBTA, which are more specifically discussed in Article IV, Section 4.03.

Section 2.04. Articles of Incorporation and By-Laws of the GSBTA. The City agrees to adopt and abide by the Articles of Incorporation and By-Laws of the GSBTA, which are attached hereto and incorporated herein as Exhibit "B".

ARTICLE III

POWERS AND DUTIES OF THE COUNTY

Section 3.01. Budget. The County agrees to the estimated Fiscal Year 2017 budget, specifically, the 2017 fiscal operating capital budget, pending formal budget adoption by the Spalding County Board of Commissioners. The budget is attached hereto and incorporated herein as Exhibit "B". The County shall fund the operations of the GSBTA at no less than an annual amount of sixty five thousand four hundred twenty two dollars (\$65,422.00), which shall be inclusive of the amount currently designated to the Main Street Program. The County shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual restricted hotel-motel tax revenue on a monthly basis.

Section 3.02. Articles of Incorporation and By-Laws of the GSBTA. The County agrees to adopt and abide by the Articles of Incorporation and By-Laws of the GSBTA, which are attached hereto and incorporated herein as Exhibit "C".

ARTICLE IV
POWERS AND DUTIES OF THE GSBTA

Section 4.01. Functions. The GSBTA is a non-profit corporation whose purpose is to promote business, tourism, and trade conventions for the City and County; to study, investigate, develop, and implement plans for improving business and tourism in the City and County; to advise the Board of Commissioners for both Parties regarding the development of business and tourism in the area; and to otherwise promote the public interest in business and tourism in the City and County. The GSBTA has complete autonomy in regards to promoting tourism, conventions, and trade shows for the City and County, along with determining which tourism related products it seeks to develop, fund, market, and/or construct.

Section 4.02. The Griffin-Spalding Chamber of Commerce, The University of Georgia-Griffin Campus. The GSBTA shall be responsible for continuing to fund the Griffin-Spalding Chamber of Commerce and the University of Georgia-Griffin Campus at no less than the current funding amount, unless there is a decline in the collection of hotel-motel tax, through its collection of the County's restricted funds from the hotel-motel tax.

Section 4.03. The Griffin Regional Welcome Center. The GSBTA shall expend \$21,000.00 of funds towards the operation and maintenance of the Griffin Regional Welcome Center, unless there is a decline in the collection of hotel-motel tax.

Section 4.04. Articles of Incorporation and By-Laws of the GSBTA. The GSBTA agrees to abide by the Articles of Incorporation and By-Laws of the GSBTA, which are attached hereto and incorporated herein as Exhibit "C".

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01. Duration of Contract. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

Section 5.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 5.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of a destination marketing organization organized for the purpose of collecting Hotel-Motel Tax. All powers granted to the GSBTA under this Contract shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 5.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 5.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 5.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 5.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 5.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Spalding County.

Section 5.09. Amendments to Contract. This Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: _____
Chairperson

By: _____
Dick Morrow, Chairperson

Attest: _____
William Wilson, Secretary

Attest: _____
Kenny L. Smith, Secretary

Approved as to form:

Approved as to form:

By: _____

By: _____

James Fortune,
County Attorney

Jessica W. O'Connor,
Assistant City Attorney