

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 establishing funding requirements for the City and the County with respect to 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 establish the funding requirements of the City and the County with respect to 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, through its general funds, 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 also 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.

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 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.

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 through its collection of the County's restricted funds from the hotel-motel tax. If there is a decline in the collection of hotel-motel tax from the County, then the amount funded to these organizations will be adjusted accordingly.

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. If there is a decline in the collection of the City's hotel-motel tax, then the City shall be responsible for any operation and maintenance amount exceeding \$21,000.00.

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 as discussed in Section 5.10, or for fifty (50) years, whichever is sooner.

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.

Section 5.10. Termination of Contract. The parties reserve the right to terminate this contract, in whole or in part, for failure to comply with any provision of this contract as outlined or in the event the party determines that such termination is in the best interest of the party by providing a written notice to the other party and to the Association at least ninety (90) days before the effective date of termination.

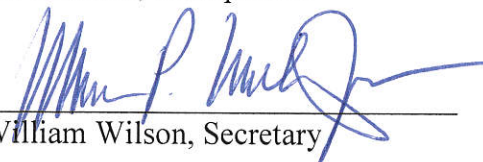
IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: 
Rita C. Johnson, Chairperson

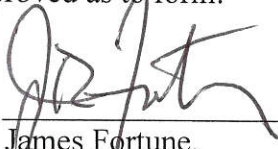
By: _____
Dick Morrow, Chairperson

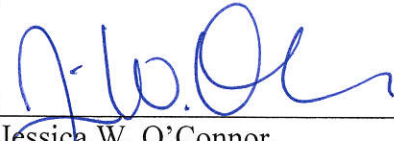
Attest: 
William Wilson, Secretary

Attest: _____
Kenny L. Smith, Secretary

Approved as to form:

Approved as to form:

By: 
James Fortune,
County Attorney

By: 
Jessica W. O'Connor,
Assistant City Attorney

STATE OF GEORGIA,
COUNTY OF SPALDING.

**BY – LAWS OF GRIFFIN-SPALDING
BUSINESS AND TOURISM ASSOCIATION, INC.**

**ARTICLE I
General**

Section 1. Name. The organization is incorporated under the laws of the State of Georgia and shall be known as the **GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.** (hereinafter referred to as the “Association”).

Section 2. Location. The initial registered office of the Association shall be 100 South Hill Street, Griffin, Georgia 30223. The registered office of the Association in the State of Georgia may be subsequently designated by the Association from time to time.

Section 3. Purpose.

The purpose of the Association shall be:

- (1) To promote business, tourism, trade, and conventions for the City of Griffin and Spalding County, Georgia (hereinafter referred to as “the City” and “the County”);
- (2) To study, investigate, and develop plans for improving business and tourism in the City and County and to implement such plans in order to attract businesses, visitors, and conventions to the City and County;
- (3) To advise and recommend plans to the Board of Commissions of the City and County and the departments of the City and County for the development of business and tourism in the City and County; and
- (4) To otherwise promote public interest in the general improvement of business and tourism in the City and County.

Nothing contained within these By-Laws shall be construed to abridge and/or change the powers and duties of other authorities, departments, boards, and similar City and County agencies.

Section 4. Non-Profit Status. The Association shall observe all local, state, and federal laws which apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue Code.

Section 5. Distribution of Assets upon Dissolution. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to

any distribution or division of its remaining property or its proceeds. The balance of the money and other property received by the corporation from any source after payment of all debts and obligations of the corporation shall be paid over to a confirmed charitable association.

ARTICLE II

Powers

The Association shall have all the powers necessary or convenient to carry out and effectuate its purpose, including, but not limited to, the power:

- (1) To sue and be sued, in contract and in tort, and to complain and defend in all courts;
- (2) To adopt and alter a corporate seal;
- (3) To acquire by purchase, lease, or otherwise, and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes; to insure the same against any and all risk such as insurance may, from time to time, be available;
- (4) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, real property, or rights and easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of disposal of the same in any manner it deems to the best advantage of the Association;
- (5) In any such exercise of such powers, rights, and privileges jointly or in common with others, with respect to the construction, operation, and maintenance of projects, the Association may own an undivided interest in such projects with any other parties, whether public or private. The Association may enter into agreements with respect to any project with the other parties participating therein;
- (6) To make and execute contracts, agreements, and other instruments necessary and convenient to exercise the powers of the Association or to further the public purpose for which the Association is created;
- (7) To borrow money to further carry out its public purpose and to execute notes, other obligations, leases, loan agreements, assignments, and such other agreements or instruments as may be necessary or desirable in the judgment of the Association to evidence and to provide security for such borrowing;
- (8) To make application, directly or indirectly, to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in

furtherance of the Association's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source;

- (9) To enter into agreements with the federal government, state government, local government, or any agency thereof to use the facilities or services of the federal, state, or local government or any agency thereof in order to further or carry out the public purposes of the Association;
- (10) Subject to proper appropriation by the Association, to receive and use the proceeds of any tax levied by a political subdivision or taxing district of the state to pay the cost of any project or for any other purpose for which the Association may use its own funds;
- (11) To accept donations and appropriations of money, services, products, property, and facilities for expenditure and use by the Association for the accomplishment of its purpose;
- (12) To adopt by-laws governing the conduct of business by the Association, the election and duties of officers of the Association, and other matters the Association determines to include in its by-laws; and
- (13) To do any and all things necessary or proper for the accomplishment of its objectives and to exercise any power usually possessed by private corporations performing similar functions not in conflict with the public purpose of the Association or the Constitution and laws of the State of Georgia.

The Association shall not have the power or authority to bind the City and/or County by contract, agreement, financial obligation, indebtedness, or otherwise. No contract, agreement, financial obligation, or other indebtedness incurred by the Association shall ever be a claim or charge against the City and/or County.

ARTICLE III

Board of Directors

Section 1. Board of Directors. The Board of Directors (hereinafter "Board") shall consist of eleven (11) persons. Two (2) Directors shall serve in an ex officio capacity, without voting rights, by virtue of their holding offices within the government of the City of Griffin and Spalding County. The remaining nine (9) voting Directors shall be appointed as detailed in Section 3 of this Article. The Chairman of the Board shall be elected by the Board at the first meeting of the year.

The governance, policy-making responsibilities, business, and affairs of the Association shall be vested in its Board of Directors, subject to limitations imposed by law, the Articles of Incorporation, and these By-Laws. All such actions shall be by majority vote of the members of

the Board present at any meeting. The Board shall control the Association's property, be responsible for its finances, and direct its affairs.

Section 2. Ex Officio Directors. The County Manager and City Manager shall serve as ex officio Directors.

Section 3. Selection and Election of Voting Directors. The remaining nine (9) voting Directors shall be established as follows:

Six (6) Directors shall be appointed at the June 2016 meetings of the City Board of Commissioners and County Board of Commissioners by the following:

The City shall appoint a City resident or business owner and a City Board of Commissioner, each for a three (3) year term. The County shall appoint a staff member with the Spalding County Parks and Recreation Department, a Sun City Peachtree resident, a County resident or business owner, and a County Board of Commissioner, each for a three (3) year term.

The remaining three (3) Directors are designated as the Main Street Advisory Board Chairman, the Griffin-Spalding Chamber of Commerce Tourism Committee Chairman, and the Downtown Development Authority Chairman.

Section 4. Seating of New Directors. All newly appointed Board members shall be seated at the July 2016 Board meeting and in years thereafter at the January Board meeting. Those members shall be participating Board members thereafter.

Section 5. Removal and Reinstatement. An appointed member of the Board of Directors who shall be absent from three (3) regular meetings of the Board shall automatically be dropped from membership on the Board. Reinstatement may be made by approval of a majority vote of the Board at its next regular scheduled meeting.

Section 6. Vacancies. Appointed position vacancies shall be filled by the respective Board of Commissioners that made the initial appointment.

Section 7. Regular Meetings. The Board shall provide, by resolution, the time and place for holding regular meetings with notice to comply with the Open Meetings Act, as codified in O.C.G.A. § 50-14-01, *et seq.* Additional regular meetings shall be held at the principal office of the Association in the absence of any designation in the resolution. The Association is subject to the Open Meetings Act, as codified in O.C.G.A. § 50-14-1, *et seq.* and shall abide by the procedures set forth therein.

Section 8. Special Meetings. Special meetings of the Board may be called by or at the request of the Executive Director or by majority vote of the Directors, and shall be held at the principal office of the Association or at such other place as the Directors may determine.

Section 9. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors

are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 10. Notice, Agenda, Minutes. Written notice of all Board meetings must be given at least five (5) days in advance unless otherwise stated. An advance agenda and minutes must be prepared for all meetings.

Section 11. Policy. The Board of Directors is responsible for establishing procedures and formulating and adopting policies of the Association. These policies shall be maintained in a policy manual to be reviewed annually and revised as necessary.

Section 12. Management. Other than the Executive Director of the Association, who is discussed in Article VI, Section 2(c), the Board shall employ staff as necessary to fulfill the purposes of the Association and shall fix the salary and other considerations of employment.

Section 13. Compensation of Directors. Directors shall not receive any stated compensation for their services, but, by resolution of the Board, may be reimbursed for expenses incurred as a member of the Board. Nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 14. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all current or former officers, directors, and employees against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party, by reason of having been officers, directors, or employees of the Association, except in relation to matters as to which such individuals shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE IV

Officers

Section 1. Determination of Officers. The Board of Directors, at its July 2016 meeting and then at its January meeting in each year thereafter, shall reorganize for the coming year. The Directors shall nominate Officers each year to serve a one (1) year term.

Section 2. Duties of Officers.

- (a) Chair of the Board. The Chair shall serve as the chief elected office of the Association and shall preside at all meetings of the membership and the Board of Directors.
- (b) Treasurer. The Treasurer shall be responsible for the safeguarding of all funds received by the Association and for their proper disbursement. Such

funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board. The Executive Director and Treasurer shall have signature authority. Checks in amounts greater than Five Hundred Dollars (\$500.00) must be signed by both the Executive Director and Treasurer, or, in the absence of either, by any two officers. The Treasurer shall cause a quarterly financial report to be made to the Board.

- (c) Executive Director. The Executive Director shall be the City's Main Street Program Manager and shall be the chief administrative officer of the Association. 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. The Executive Director shall serve as secretary to the Board of Directors and cause to be prepared notices, agendas, and minutes of meetings of the Board. The Executive Director shall be responsible for hiring, directing, supervising, and discharging all Association employees. Any Association employees will be employees of the City and shall continue to operate under the City's personnel policy. With the cooperation of the Treasurer, the Executive Director shall be responsible for the preparation of a business operating budget covering activities of the Association, subject to the approval of the Board. The Executive Director shall also be responsible for all expenditures within approved business budget allocations.

Section 4. Indemnification. The Association may, by resolution of the Board, provide for indemnification by the Association of any and all of its officers or former officers as described in Article V, Section 14 of these By-Laws.

ARTICLE V

Finances

Section 1. Funds. All moneys paid to the Association shall be placed in the general operating fund, or such funds as are designated by the Board.

Section 2. Disbursements. Upon approval of the budget, the Treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board.

Section 3. Fiscal Year. The Association's fiscal year shall be from July 1 of the current year through June 30 of the following year.

Section 4. Budget. As soon as possible after the election of the new Board of Directors and Officers, the Executive Director and the Treasurer shall present the budget for the coming year to the Board for approval and adoption.

Section 5. Annual Audit. The accounts of the Association shall be audited annually as of the close of business on June 30 by a certified public accountant. The audit shall at all times be available to the public.

Section 6. Bonding. The Executive Director and such other Officers and staff as the Board may designate shall be bonded by a sufficient fidelity bond in an amount set by the Board and paid for by the Association.

Section 7. Conflicts of Interest. Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall fully disclose the nature of the interest and withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the Association to do so.

ARTICLE VI Miscellaneous

Section 1. Parliamentary Authority. The current edition of "Robert's Rules of Order" shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the By-Laws of this Association.

Section 2. Amendments. These By-Laws may be amended when necessary by two-thirds majority of the Board. Proposed amendments shall be submitted to the Executive Director to be sent out in the same manner as notices.

These By-Laws were approved at a meeting of the Board of Directors by a majority vote on this the _____ day of June, 2016.

STATE OF GEORGIA
COUNTY OF SPALDING

**ARTICLES OF INCORPORATION OF
GRIFFIN-SPALDING BUSINESS AND TOURISM ASSOCIATION, INC.**

Article I

The name of the corporation is Griffin-Spalding Business and Tourism Association, Inc.

Article II

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

Article III

The street address of the initial registered office of the corporation is 100 South Hill Street, Griffin, Spalding County, Georgia 30223. The registered agent at such address is Jessica Whatley O'Connor.

Article IV

The name and address of each incorporator is:

Kenny Smith, City Manager
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

William Wilson, County Manager
Spalding County, Georgia
119 East Solomon Street
Griffin, Georgia 30223

Article V

The corporation will not have members.

Article VI

The mailing address of the initial principal office of the corporation is Post Office Box T, Griffin, Georgia 30224.

IN WITNESS WHEREOF the undersigned has executed these Articles of Incorporation this ____ day of _____, 2016.

Kenny Smith, Incorporator

William Wilson, Incorporator