

## AGREEMENT FOR LODGING EXCISE TAX DISTRIBUTION

This agreement made and entered into this 1<sup>st</sup> day of July 2013 between the Effingham County Board of Commissioners, hereinafter referred to as "the County" and the Effingham County Chamber of Commerce, Incorporated, a corporation organized under the laws of the State of Georgia and operating as a not-for-profit corporation hereinafter referred to as "the Chamber".

WHEREAS, the County has adopted a lodging excise tax at a rate of 5% pursuant to the provisions of O.C.G.A. §48-13-51(a)(3); and

WHEREAS, 40% of the total amount of the tax collected from the source must be expended for the purpose of promoting tourism, conventions, and trade shows under a contract with a private not-for-profit organization as defined by O.C.G.A. § 48-13-50.2(3); and

WHEREAS, the Chamber is private not-for-profit organization as defined by O.C.G.A. O.C.G.A. § 48-13-50.2(3) that engages in the promotion of tourism, conventions and trade shows; and

WHEREAS, the County has reviewed and approved the budget prepared by the Chamber; and

The Parties hereto agree as follows:

**Term.** The term of this agreement shall commence on the 1<sup>st</sup> day of July 2013 and expire on June 30, 2014, provided that the Chamber's obligation to provide financial statements and audits shall survive termination. The contract may be renewed by the Board of Commissioners, at its discretion, for additional one year terms; provided that a proposed budget is submitted by the Chamber to the County for consideration no later than June 1<sup>st</sup> of the fiscal year then current.

**Distribution.** The County shall remit to the Chamber 80% of the lodging excise tax levied. Disbursements shall be made by the County on a monthly basis.

**Approved Expenditures.** The Chamber shall expend not less than one-half of the lodging excise tax revenue received from the County solely for the purposes of promoting tourism, conventions, and trade shows and only in accordance with a budget reviewed and approved by the County. The Chamber shall expend the remainder of the lodging excise tax revenue received from the County solely for the purpose of cultural or recreational events for the benefit and enjoyment of the residents of and visitors to Effingham County, and only in accordance with a budget reviewed and approved by the County. A copy of the Chamber's budget for Fiscal Year 2013-2014 is attached as Exhibit 1 as incorporated herein.

**Budget Adjustments.** The Chamber shall submit any changes or adjustments to the budget to the County for approval by the Board of Commissioners, prior to expending or encumbering non-budgeted funds.

**Surety Bond.** The Chamber shall provide a bond in a sum of \$10,000.00 conditioned for the faithful accounting for all public and other funds or property coming into the custody, control, care, or possession of the Chamber, its board members, and its employees.

**Financial Reporting.** The Chamber shall provide to the County a financial statement of income and expenditures in a form acceptable to the County. The Chamber shall provide a certified compilation report to the County not later than the 1<sup>st</sup> day of October following each fiscal year during the initial term of this agreement and any renewal term. The Chamber shall provide the County a copy of any contracts executed in the furtherance of this Agreement. Except with the express written permission of the County, the Chamber shall not enter into any contract or undertake any liability in furtherance of

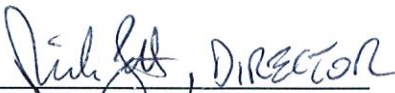
this Agreement that obligates the Chamber for a period in excess of the initial term or any then current term of this Agreement.

Termination. The County shall retain the right to review the progress of the Chamber regarding its activities at any time. If at any time during the contract period, the County determines that the Chamber has not made sufficient progress on its agenda, has expended lodging excise tax revenues for purposes other than promoting tourism, conventions, and trade shows or other budgeted activities or in any manner not consistent with the budget reviewed and approved by the County, or is in breach of any part of this agreement, the County may terminate the contract upon thirty (30) days written notice. In the event of termination, the County shall assume all debts, contractual obligations, and liabilities incurred by the Chamber in the furtherance of the contract as of the date of receipt by the Chamber of notice of termination, provided that such debts, contractual obligations, and liabilities have previously been included within an approved budget. The County shall not be held liable for any other debts, contracts, liabilities, or expenditures of the Chamber

Disposition of Property and Assets. Within thirty (30) days of the date of dissolution of the Chamber or termination of this Agreement, the Chamber shall relinquish to the County all equipment, furniture, supplies, and assets purchased with lodging excise tax proceeds and all unexpended lodging excise tax proceeds. The Chamber shall clearly identify at all times such equipment, furniture, supplies, and assets and in proving documentation and information concerning on-going obligations in furtherance of this contract.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

Effingham County Chamber of Commerce, Inc.

  
BY: [name and title]

Attested to by:

  
Secretary

[corporate seal]

Effingham County Board of Commissioners


  
Wendall Kessler, Chairman

Attest:

  
Stephanie Johnson, Interim County Clerk

**FINAL**  
-A-G-E-N-D-A-

FOR THE EFFINGHAM COUNTY COMMISSIONER MEETING OF: **June 18, 2013**

Items of Business	Action Requested of Commissioners	Previous Action of Commissioners	Action Taken
	Children Services		
12 Resolution <i>Joanna Wright</i>	Consideration to approve a Continuing Budget Resolution		Approved
13 Agreement <i>Adam Kobek</i>	Consideration to approve an Agreement with the Ogeechee Judicial Circuit Public Defender Office		Approved
14 Ordinance Change <i>Toss Allen</i>	Consideration to approve the Second Reading to amend the Official Code of Effingham County by adding a Hotel/Motel Excise Tax Ordinance	06/04/2013 First Reading 	Approved 2 <sup>nd</sup> reading
15 Agreement <i>Toss Allen</i>	Consideration to approve an agreement with Effingham County Chamber of Commerce for Lodging Excise Tax Distribution		Approved
16 Letter <i>Toss Allen</i>	Consideration to sign an easement containment letter for a tract of land intended to be developed as an apartment complex known as Goshen Crossing Phase II		Approved
17 Bid Award <i>Toss Allen</i>	Consideration to approve a quote for wetland delineation services for Herbert Kessler Road		Approved
18 Discussion <i>Toss Allen</i>	Discussion on the amount of Impact Fees available and allowable uses for the funds		Discussed
	Consideration to authorize the use of \$90,000 for roads, \$22,950 for public safety to pay reimbursement of Hodgeville Road Paving and the Sheriff's South Precinct		Approved
19 Agreement <i>Toss Allen</i>	Consideration to approve a Consultant Services Agreement for on call right-of-way services from Moreland Altobelli Associates, Inc.		Approved
20 Contract <i>Toss Allen</i>	Consideration to approve a Purchase and Sale Contract with Georgia Power for 27.20 acres of land and to authorize the chairman to sign the closing documents.		Approved w/ change
21 Contract/NTP <i>Toss Allen</i>	Consideration to approve a contract and issue a notice to proceed for Drainage Improvements in Westwood Heights		Approved