

**2016  
CONTRACT  
FOR  
TOURISM DEVELOPMENT SERVICES  
(HOTEL - MOTEL TAX FUNDING)**

**STATE OF GEORGIA  
COUNTY OF LUMPKIN**

This contract, entered into by and between Lumpkin County, a political entity and body politic of the State of Georgia (the “County”) and the Dahlonega-Lumpkin County Chamber of Commerce, a private nonprofit organization under the laws of Georgia, (the “Chamber”), as follows:

**WHEREAS**, Lumpkin County has approved the collection of a “Hotel/Motel Tax” at the rate of five per cent (5%) as provided by O.C.G.A. 48-15-31; and,

**WHEREAS**, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and,

**WHEREAS**, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

**WHEREAS**, the Chamber has, with the concurrence of the County, developed a strategy for said program, and County and Chamber wish to enter into a formal contract setting out the respective responsibilities of the parties;

**NOW THEREFORE**, the parties agree as follows:

**1.**

The purpose of this contract is to provide for the promotion of tourism, conventions and trade shows in the unincorporated area of Lumpkin County.

**2.**

To fund this promotion, Lumpkin County has imposed a five per cent (5%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose, less any administrative costs incurred by the County, shall be used for the promotion of the tourism in the geographical area from which the tax was generated.

**3.**

The Chamber will provide a complete annual budget to the County not later than December 1 of each year for the following year. This will be in addition to the monthly reports and is in compliance with O.C.G.A. 48-13-51 (9) (A).

**4.**

The Chamber will provide an audit verification each year. The verification must show how the Chamber used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Chamber will further provide to County a copy of each report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any support documentation. These documents will be provided to the County Finance Director, with a copy to the County Clerk, in the same form (paper or email, for example) as provided to the State. See Paragraph 6 for the general reporting requirements. This paragraph simply provides additional detail on the nature and time of the report.

**5.**

The Chamber will make monthly financial reports to the County Finance Director, with a copy to the County Clerk, showing income and expenditures under this contract, and will, in writing, provide the County with periodic updates on activities and services undertaken by the Chamber pursuant to this tourism development services contract.

- a. Visual and/or aural presentations may supplement, but will not take the place of written records; no visual, aural or written presentation shall be presented unless a copy of the proposed presentation has been made available to County a minimum of eight (8) days prior to the date of the meeting.
- b. No requests shall be made in any meeting unless the initial presentation was fully provided in the regular prior work session.
- c. See Paragraph 6 for the general reporting requirements. This paragraph simply provides additional detail on the nature and time of the report.

**6.**

All reports and documentation provided to the County shall be addressed to the Lumpkin County Manager with copies to the Lumpkin County Finance Director and the Lumpkin County Clerk.

**7.**

The Chamber will implement a tourism development program in accordance with this contract and any subsequent amendment agreed to in writing by the parties.

**8.**

It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination quality festivals and attractions in the County, and for enhanced visitor services through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this joint tourism development program is to increase visitor spending and overnight stays, to encourage return visits and ultimately, to improve and increase jobs and incomes for the citizens of Lumpkin County.

**9.**

The Dahlonega-Lumpkin County Chamber of Commerce has assumed the maintenance of the Welcome Center and Chamber of Commerce building. Chamber staff will maintain insurance on the building and its contents. A copy of each policy providing insurance coverage of any kind will be furnished to the County. The building may be inspected by the County Board of Commissioners at any time. Any building repairs required by County building inspectors not timely made may, at the discretion of the County, be performed by the County or under its supervision and control, and billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax not required by law to be used for direct tourism publicity or advertising.

**10.**

The Chamber of Commerce will pay all monthly utility bills, i.e. electric and water, and will order paper supplies. The Chamber may utilize the County purchasing system for its general office supplies and tourism support supplies, with cost of supplies to be billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax as permitted by law.

**11.**

This contract shall be for the period beginning January 1, 2016, through December 31, 2016.

**12.**

This contract may automatically be renewed from year to year, on the same or amended terms, subject to the annual review and renewal by the Lumpkin County Board of Commissioners which shall normally take place at the September meeting each year, or at the first meeting following the submission, review and approval of the proposed annual budget for the following year, whichever last occurs, and renewal is further contingent on the concurrence of the Board of the Chamber of Commerce, which shall be noted and delivered to the County prior to distribution of any taxes collected in the subject year, being the year for which the contract is effective. If the next effective year begins without action by either party, this contract, or its successor contract, unless otherwise provided in writing, shall continue in full force and effect until formal action is taken by either Board to terminate the contract.

In witness whereof, the parties have executed this agreement on the dates indicated below:

**Dahlonega - Lumpkin County  
Chamber of Commerce**  
Approved: \_\_\_\_\_, 2015

**Lumpkin County:**  
Approved: \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael Cottrell, Chairman  
Chamber Board of Directors

\_\_\_\_\_  
Chris Dockery, Chairman, Lumpkin County  
Board of Commissioners

Attest:

Attest:

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Kathleen C. Walker, Lumpkin County Clerk