

RESOLUTION NO. 12-350

BE IT RESOLVED by the City Council of the City of Decatur, in the State of Alabama, that the services provided to the City of Decatur by The Decatur-Morgan County Convention and Visitors Bureau, Inc. serve a public purpose by improving the quality of life in Decatur by increasing tourism; and

BE IT FURTHER RESOLVED that Mayor Don Stanford is hereby authorized and directed to execute the following contract in the amount of **\$657,000** with **The Decatur-Morgan County Convention and Visitors Bureau, Inc.**, hereinafter referred to as the "Contractor", for services as described therein, and the City Clerk is authorized to affix the City seal thereto: and

BE IT FURTHER RESOLVED that, prior to the release of any funds in connection with this contract for Fiscal Year 2012-2013, the following documentation must be submitted to the City of Decatur:

- Resolution of the Board of Directors (or other governing body) authorizing the Contractor to enter into this contract;
- Copy of the current by-laws of the Contractor;
- Copy of the determination letter from the IRS, or Alabama Legislative Act creating the Contractor which states the tax status of the Contractor;
- Copy of the Contractor's most recent audited financial statements;
- Copy of the Contractor's previous year's budget reconciling budgeted-to-actual revenues and expenditures;
- Copy of the Contractor's proposed budget for Fiscal Year 2012-2013 (including percentage of this contract to the total budget);
- Copy of the Contractor's certificate of insurance indicating Worker's Compensation insurance on its employees, if such insurance is required by law.

ADOPTED this 15th day of October, 2012.

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

CITY OF DECATUR

CONTRACT FOR SERVICES

KNOW ALL MEN BY THESE PRESENTS, that the City of Decatur, a municipal Corporation in Morgan County, Alabama, hereinafter called "City" and the Decatur-Morgan County Convention and Visitors Bureau, Inc., a non-profit corporation, hereinafter called "Bureau", have contracted and agreed as follows:

This agreement shall be in effect for a period of twelve (12) months from the first day of October, 2012, throughout the 30th day of September, 2013.

Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of Bureau, and shall not be liable for any debts or obligations incurred by the Bureau, nor shall the City be deemed or construed to be partner, joint adventurer or otherwise interested in the assets of the Bureau at any time, Bureau shall not use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing or things whatsoever.

Bureau in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by Bureau provided for herein, are performed, but on the contrary, Bureau shall be wholly responsible therefore.

Bureau shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the City.

Bureau hereby agrees to comply strictly with all ordinances of the City of Decatur, Alabama, and the laws of the State of Alabama while performing under the terms of this agreement.

Bureau agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Bureau, City may, at its option, terminate and cancel this agreement.

Bureau agrees to render the following specific services:

- (1) Promote the tourist and convention business in Decatur.

- (2) Provide and maintain a Tourist, Convention and Visitors office within the corporate limits of Decatur.
- (3) Provide a knowledgeable staff of all tourism-related assets.
- (4) Advertise and actively promote City attractions, special events and accommodations for tourist, conventions, meetings and trade shows, for the purpose of improving and expanding the economy of City.
- (5) Prepare presentations and solicit area, state, regional, national and international conventions, meetings and trade shows.
- (6) Prepare and maintain displays promoting Decatur for State Welcome Centers with State approval, as well as Travel Shows throughout the area.
- (7) Provide service for meetings, conventions, and groups convening in City by assisting with registration, tours, welcoming ceremonies, and other similar services.
- (8) Maintain contact, information exchange and association with other travel, visitor and tourist promotion agencies and organizations, and keep abreast of current methods, trends, ideas, programs, and procedures in the tourist industry, including the coordination of such programs with appropriate regional, state and national agencies.
- (9) Provide overall management and supervision of the office, its director and personnel and to keep it functioning effectively with support of facility and personnel.
- (10) Prepare, develop, and distribute at least 75,000 pamphlets, brochures, or other similar materials annually for the promotion of the City as a place to visit, live and enjoy.
- (11) Design and make available for purchase souvenir items to promote Decatur.
- (12) Assume membership dues of the City of Decatur in Tourist organizations, i.e., Alabama Mountain Lakes Tourist Association.
- (13) Assume financial sponsorship of festivals which promote tourism in the City (such as fishing tournaments, Spirit of America Festival, Southern Wildlife Festival, Alabama Jubilee, September Skirmish), determining the feasibility and extent of such sponsorship based upon their impact upon measurable indicators of tourism.
- (14) Maintain the existing Bureau office in the Decatur Visitors Information Center located at 719 6th Avenue SE whereby the personnel can provide

for tours, publicity and information concerning landmarks, attractions and entertainment in the City.

- (15) To provide an account of expenditures and activities annually and otherwise as requested by the City.

A copy of the budget of the Bureau for the above specific services is attached hereto as Exhibit "A", and the Bureau agrees to submit future annual budgets to the City.

In consideration of the foregoing services, the City agrees to pay the Bureau a monthly sum equal to sixty four and three tenths percent (64.3%) of the monthly net collections of the City from the lodging tax levied within the City of Decatur under Subparagraph (1) of Section 14-103 of the Code of Decatur, Alabama, commencing with collections made during the month of October, 2012. Payments shall be due for collections made during the month on or before the 10th day of the next succeeding month.

In WITNESS WHEREOF, the undersigned have caused this agreement to be executed by their undersigned officers with full authority this _____ day of _____, _____.

ATTEST

DECATUR-MORGAN COUNTY
CONVENTION AND VISITORS
BUREAU, INC.

A Corporation,

By: _____
Its Treasurer

By: _____
Its President

ATTEST

CITY OF DECATUR
A Municipal Corporation,

By: _____
Its City Clerk

By: _____
Its Mayor