

CONTRACT FOR SERVICES

This agreement made and entered into on June 21st, 2022, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and THE AVERITT CENTER FOR THE ARTS, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “ACA”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, THE AVERITT CENTER FOR THE ARTS, INC. is a private sector Nonprofit organization, which engages in the promotion of tourism to the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of THE AVERITT CENTER FOR THE ARTS INC. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to THE AVERITT CENTER FOR THE ARTS, INC., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The ACA shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the ACA TWENTY FIVE AND ONE TENTH PERCENT (25.1%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the ACA budget for the promotion of tourism to the City of Statesboro and to fund the general operating budget of the ACA. Said funds shall be paid monthly to the ACA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July 2022, and shall end at midnight on June 30, 2023 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The ACA Director shall furnish the City with a copy of the ACA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the ACA Board. The City Manager shall provide the ACA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The ACA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The ACA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the ACA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the ACA at any time during regular business hours. The ACA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31st, whichever is earlier. The ACA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The ACA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2023 THE AVERITT CENTER FOR THE ARTS, INC. agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the

Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the ACA shall be sent by registered or certified mail to the Executive Director of the ACA at 33 East Main Street, Statesboro, Georgia 30458 or such address as the ACA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contact constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The ACA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the ACA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the ACA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

THE AVERITT CENTER FOR THE ARTS, INC.

By: _____
President

Attest: _____
Secretary