

## APPROPRIATION AGREEMENT WITH THE BRISTOL CHAMBER OF COMMERCE FOR CONVENTION AND VISITORS BUREAU SERVICES

This Agreement, made and effective as of the 1st day of July, 2020, by and between the City of Bristol, Tennessee, a Tennessee municipal corporation, hereinafter referred to as the “City”, and The Bristol Chamber of Commerce, a Tennessee non-profit corporation, hereinafter referred to as the “Bristol Chamber.”

### Witnesseth:

WHEREAS, Tennessee Code Annotated Section 6-54-111 authorizes municipalities to appropriate funds for the financial aid of nonprofit civic organizations such as chambers of commerce; and

WHEREAS, the Bristol Chamber is a nonprofit civic organization which promotes tourism in the Bristol area through its Bristol Convention and Visitors Bureau, known as Discover Bristol, and hereinafter referred to as the “CVB;” and

WHEREAS, the City Council of Bristol, Tennessee has appropriated funds in Fiscal 2021 for the Bristol Chamber to use for the promotion of tourism; and

WHEREAS, the City desires to set forth guidelines specifying the purpose for which these funds may be used by the Bristol Chamber, and the Bristol Chamber desires to agree to spend the funds for such purposes; and

WHEREAS, the parties also wish to memorialize their intention to work toward a multi-party agreement that will govern the structure of the CVB in future (the “Restructuring Agreement”), and the City wishes to make additional appropriations contingent on the execution of this Restructuring Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and the benefits to be derived therefrom, the City and the Bristol Chamber agree as follows:

1. The City shall pay to the Bristol Chamber for the purpose of supporting the CVB Seventy-Five Thousand Dollars (\$75,000). Payments to the Bristol Chamber will be made on a quarterly basis in the amount of Eighteen Thousand, Seven Hundred Fifty Dollars (\$18,750) per quarter, on the fifteenth day of July, October, January, and April.
2. The City shall pay to the Bristol Chamber an additional Forty-Nine Thousand Dollars (\$49,000) (the “Additional Funds”) if the City, Bristol Chamber, and the City of Bristol, Virginia (and any other necessary parties) formalize the Restructuring Agreement prior to September 30, 2020. The Restructuring Agreement shall, at a minimum, contain the following provisions:
  - a. A board shall be created to directly oversee the CVB (the “CVB Board”). The board would be comprised of representatives from the governing bodies and staff of cities of Bristol, Tennessee and Bristol, Virginia, as well as stakeholders within the tourism community, and would include a representative from the Chamber of Commerce.

- b. The number of representatives from each participating city would be determined based on the level of funding provided by each city.
- c. The CVB Board would direct and supervise the work of the tourism director and the marketing program.
- d. Rent and overhead charges from the CVB to the Bristol Chamber would be suspended for a period of three years.
- e. Future financial commitments from the City of Bristol, Tennessee and the City of Bristol, Virginia would be based on a percentage of the occupancy or lodging tax collected by each city in the previous fiscal year.

If the Restructuring Agreement is signed by all parties on or before September 30, 2020, then the Additional Funds shall be paid to the Bristol Chamber (or, if the CVB is able to receive the funds, to the CVB directly) in equal installments in each of the remaining quarters of the fiscal year.

- 3. The funds provided to the Bristol Chamber by the City shall be used by the Bristol Chamber solely to promote the general welfare of the residents of the City in accordance with the terms of this Agreement.
- 4. Funds received by the Bristol Chamber prior to the effective date of the Restructuring Agreement shall be used through the CVB to enhance Bristol as a tourist destination and to encourage the growth and expansion of the hospitality industry in Bristol by way of promotion, marketing, training, and event coordination and participation. Examples of the kinds of activities that may be supported with these funds include:
  - a. Participating in community events that encourage visitation including, but not limited to the Rhythm and Roots Reunion festival, State Line Classic, and others.
  - b. Supporting through marketing efforts of the Birthplace of Country Music Museum.
  - c. Supporting activities to enhance the hospitality industry and positive experiences by visitors at major events conducted by, and in association with, Bristol Motor Speedway and Dragway including NASCAR races, NHRA, American Outdoor Experience, Speedway in Lights, and Family Race Night.
  - d. Developing a marketing campaign to reach the "greater" Tri-Cities region to highlight music, dining and other amenities in the downtown.
  - e. Identifying opportunities to expand motor coach tours to the city.
  - f. Working with the State of Tennessee to launch a "music super highway" marketing program.

- g. Regionally promoting the community in partnership with the Northeast Tennessee Tourism Association, Heartwood Artisan Center, and the Virginia Crooked Road.
- h. Supporting Believe in Bristol, Inc., in the improvement of the central business district.
- i. Enhancing and promoting downtown festivals and the summer concert series.

Funds received by or on behalf of the CVB after the effective date of the Restructuring Agreement shall be used in accordance with the Restructuring Agreement.

- 5. The Bristol Chamber will submit a year-end report by July 31, 2021 outlining the accomplishments and services provided by the Bristol Chamber through the CVB during the contract year. This obligation shall survive the termination of this Agreement.
- 6. The funds shall be used by the Bristol Chamber without regard to race, color, religion, national origin, age, sex, or disability. In expending these funds, the Bristol Chamber will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, or disability. The Bristol Chamber will seek to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or termination; rate of pay and other forms of compensation; and selection for training. The Bristol Chamber will post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
- 7. The City is authorized to audit or otherwise examine the books and records of Bristol Chamber to verify that the funds are being expended in accordance with the terms of this Agreement upon reasonable notice of not less than five (5) business days between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday at 20 Volunteer Parkway, Bristol, TN. An annual audit shall be provided upon the Bristol Chamber's acceptance of this Agreement.
- 8. In any promotional materials where the CVB or the Bristol Chamber recognize their sponsors, the City shall be recognized by the use of its trademarked "Bristol is" logo, in a place and manner that is at least as prominent as the CVB or the Bristol Chamber's recognition of other sponsors who have contributed equal amounts to the CVB or the Bristol Chamber.
- 9. Either party may terminate this Agreement at any time, with or without cause, upon at least 30 days' written notice to the other party. In the event of such termination, the Bristol Chamber shall reimburse the City for all sums advanced in excess of those expended on a pro-rata basis. Any notice of termination shall be sent by first class certified mail as follows:

**To the Bristol Chamber:**  
President/CEO  
P.O. Box 519  
Bristol, Tennessee 24203-0519

**To the City:**  
City Manager  
P.O. Box 1189  
Bristol, Tennessee 37621-1189

10. This Agreement does not create a joint venture between the parties, nor do the parties have a principal/agency relationship, a master/servant or employer/employee relationship, nor any other type of legal relationship which may be construed to be such that the parties are involved in joint activities by virtue of this Agreement. The Bristol Chamber shall be an independent contractor for the City, and the Bristol Chamber shall be solely responsible for all claims by third parties and shall indemnify and hold the City harmless from any claims for liability which may be made against it as a result of the activities of the Bristol Chamber, including costs and reasonable attorney fees.
11. The term of this Agreement shall commence July 1, 2020 and shall continue through June 30, 2021, unless terminated sooner as provided in Paragraph 9.
12. Each party represents that this Agreement has been approved by its governing body, and that it has full authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the as of the day and year first above written.

APPROVED AS TO FORM  
AND LEGALITY:

CITY OF BRISTOL, TENNESSEE

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
William L. Sorah  
City Manager

THE BRISTOL CHAMBER OF COMMERCE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name and Title)