

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR TRAVEL AND TOURISM
PROMOTION SERVICES

THIS CONTRACT FOR TRAVEL AND TOURISM PROMOTION SERVICES, entered into as of the 1st day of September, 2006, by and between the **CUMBERLAND COUNTY TOURISM DEVELOPMENT AUTHORITY**, (the "AUTHORITY"), and **FAYETTEVILLE AREA CONVENTION & VISITORS BUREAU, inc.** (the "AGENCY");

WITNESSETH:

WHEREAS, the AGENCY has submitted a proposal to the AUTHORITY to promote travel and tourism in Cumberland County, or to support tourism-related expenditures; and

WHEREAS, AUTHORITY has agreed to fund the AGENCY up to a certain amount stated below, from funds available to the AUTHORITY in its Fiscal Years 2006-2007 through 2010-2011, and in exchange for said funding AGENCY has agreed to perform certain services of a public nature to promote travel and tourism in Cumberland County,

NOW, THEREFORE, the parties mutually agree as follows:

1. **SERVICES TO BE PERFORMED:** AGENCY, in and for the consideration recited in Paragraph 3 below, agrees to perform those services stated in Exhibit 1 attached hereto and incorporated by reference. AGENCY agrees to notify the AUTHORITY in writing immediately of any change in the type or level of services to be performed.
2. **TERM OF CONTRACT:** This contract shall begin September 1, 2006 and end June 30, 2011, unless sooner terminated. The AUTHORITY's governing board, in its discretion, may suspend this contract at anytime prior to its normal expiration date upon 60 days prior written notice to the AGENCY if it shall have determined after written notice to the AGENCY that the AGENCY has not complied in one or more material

ways with its legal obligations under this Agreement. In the event of termination prior to the normal expiration date of this contract, the AGENCY agrees that it shall return all unused funds to the AUTHORITY.

3. **PAYMENT:** AUTHORITY will fund the AGENCY in the amount of Two and Three Quarters Per Cent (2&3/4%) of the Motel and Hotel Occupancy tax revenue, less collection expenses, derived by the AUTHORITY during its 2006-2007 through 2010-2011 fiscal years, said monies to be paid out as follows: Payments will be made monthly in arrears based on actual collections, upon the AGENCY's submittal of a requisition to the Cumberland County Finance Office, as fiscal agent for the AUTHORITY, in such form as said Finance Office may. For the purposes of receiving payments, the mailing address of the AGENCY shall be 245 Person Street, Fayetteville, N.C. 28301. The AGENCY shall submit a reimbursement report **within thirty (30) days of each quarter-end** to the said Finance Office in such form as it may require, indicating the previous month's expenditures and services performed and, an annual summary, including separately with respect to the fourth quarter reimbursement report, the month of June, at the end of the fiscal year. The reimbursement report shall specifically show the amount of AUTHORITY funds spent, the use of the funds, and shall certify that the use of the funds was within the purposes set forth in Exhibit 1.
4. **INDEPENDENT CONTRACTOR:** AGENCY is a non-profit corporation of the State of North Carolina and is an independent contractor. AGENCY is not an agent, officer, or employee of the AUTHORITY and shall have no authority to act as an agent of the AUTHORITY, nor enter any Agreement for or on behalf of the AUTHORITY.
5. **ASSIGNMENT:** The AGENCY shall not assign all or part of its contract rights under

this Agreement, or delegate any performance hereunder, or subcontract, without first obtaining the AUTHORITY'S written approval thereof.

6. **AGENCY AND AUTHORITY:** The AUTHORITY hereby designates its Chairman, as its exclusive agent with respect to this contract. The AUTHORITY authorizes its Chairman to negotiate directly with the AGENCY in its behalf on all matters pertaining to this contract. The AGENCY agrees that all of its dealings with the AUTHORITY in respect to the terms and conditions of this contract shall be exclusively with its Chairman. Further, the AGENCY specifically agrees that it shall not modify or amend the specifications for any of the services under this contract except as provided in paragraph 7.

7. **MODIFICATION:** This contract may be modified or amended only by a writing duly signed and authorized by the parties or their respective successors.

8. **NOTICES:** Any notice to be given by either party to the other under this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following address, or to such other address as either party may from time to time designate in writing to the other for the receipt of notice:

AGENCY:
John Meroski
President
245 Person St.
Fayetteville, N.C. 28301
(910) 483-5311

AUTHORITY:
Billy Wellons
Chairman
P. O. Drawer 1829
Fayetteville, N.C. 28302
(910) 678-7772

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

9. **CHANGES IN BYLAWS, INSURANCE POLICIES, OR BOARD MEMBERSHIP:**

In the event of any change in the AGENCY'S bylaws, governing body membership, or insurance policies, AGENCY agrees that it shall immediately notify the AUTHORITY's Chairman.

10. **CERTIFICATION:**

A. The AUTHORITY, by its Chairman's signature below, certifies that the funds stated in Paragraph 3 above were approved as part of the AUTHORITY'S 2002-2003 budget and are available for the AGENCY'S use consistent with the terms of this contract.

B. AGENCY, by its chief executive officer's signature below, certifies that it has complied, or will comply with all requirements of this contract by it to be complied with, if any, before spending AUTHORITY funds, and further agrees that the AUTHORITY is not obligated to pay any funds until such requirements have been met.

11. **OTHER TERMS AND CONDITIONS:**

A. The AGENCY shall provide the AUTHORITY with a audit compiled by independent auditors reviewing AUTHORITY's finances, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending or including June 30, 2005 and June 30, 2006. The audit shall specify any exceptions and the amount of exception. The parties acknowledge that the AUTHORITY's fiscal year 2006 audit may not have commenced and been implemented upon the commencement of this initial contract between the AUTHORITY and the AGENCY, in which case the AGENCY shall deliver such a report to the Chairman one hundred twenty (120) days after the AGENCY's fiscal year end.

- B. AGENCY agrees that upon the termination of this contract, it shall return all unused funds not then legally obligated, if any, to the AUTHORITY.
- C. At anytime the Chairman deems it necessary or appropriate, the AGENCY agrees that the AUTHORITY may review or conduct an internal audit of the AGENCY'S books or records to assess the current financial condition of the AGENCY or its compliance with this contract.
- D. AGENCY shall provide the AUTHORITY quarterly, and at the end of the contract term, the following reports:
- (a) Accomplishments, progress, steps taken, in meeting the goals sought or services to be performed as stated in Exhibit 1.
 - (b) Copies of any booklets, pamphlets, media, materials, or documents directed toward meeting goals or services for which AUTHORITY funds were granted the AGENCY.

Reports shall be mailed to the AUTHORITY as set forth above, P. O. Drawer 1829, Fayetteville, N.C. 28302-1829.

12. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of AGENCY programs described in Exhibit 1 is authorized by North Carolina General Assembly Session Law 2001-484.

Limitation: The AGENCY shall not expend any AUTHORITY funds to any non-public entity unless the AUTHORITY has approved the same or such expenditure is included in a budget submitted as part of a proposal which the AUTHORITY has approved, and all such expenditures shall be accounted for by the AGENCY at the end of the contract term.

ATTACHMENTS: The following documents are attached to this contract and each is

incorporated herein by reference:

- A. Exhibit 1, the statement of the services and/or purposes for which the AUTHORITY funding will be used.
- B. Exhibit 2, the first page of the AGENCY'S Articles of Incorporation or other charter or establishing document.
- C. Exhibit 3, a copy of the AGENCY'S bylaws.
- D. Exhibit 4, a document showing the AGENCY'S tax exempt status.
- E. Exhibit 5, the names, addresses, and telephone numbers of the members of the AGENCY'S governing body.
- F. Exhibit 6, a copy of all insurance policies or certificates of insurance maintained by the AGENCY. (Only those insurance policies dealing with worker's compensation and liability are requested. The entire policy is not necessary, only that portion of the policy sufficient to identify the type of coverage, the amount, and the insurer is desired.)
- G. Exhibit 7, a copy of the AGENCY'S most recent independent certified audit.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Travel and Tourism Promotion Services as of the 1st day of September, 2006, by their respective duly authorized representatives.

**CUMBERLAND COUNTY TOURISM
DEVELOPMENT AUTHORITY**

ATTEST

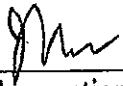
BY: Marsha Fogle
Marsha Fogle, Clerk

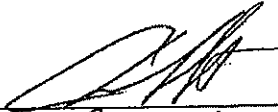
BY: _____

Billy Welton
Billy Welton
Chairman

**FAYETTEVILLE AREA CONVENTION &
VISITORS BUREAU, INC.**

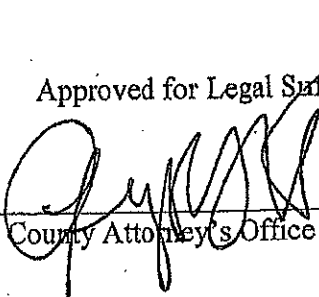
ATTEST:

BY: 
Secretary of Corporation
(Official Seal of Corporation)

BY: 
Name: Cameron Stout
Title: Chairman

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal
Control Act.

BY: 
County Finance Director

Approved for Legal Sufficiency
BY: 
County Attorney's Office

STATE OF NORTH CAROLINA

SECOND MODIFICATION FOR TRAVEL
AND TOURISM PROMOTION SERVICES

COUNTY OF CUMBERLAND

This is a Second Modification, dated ~~September~~ ^{November} 27, 2013, of the Contract for Travel and Tourism Promotion Services entered into on September 1, 2006 and with the First Modification entered into on November 18, 2009, by and between the **CUMBERLAND COUNTY TOURISM DEVELOPMENT AUTHORITY**, (the "Authority") and **FAYETTEVILLE AREA CONVENTION & VISITORS BUREAU, INC.**, (the "AGENCY");

WITNESSETH:

WHEREAS, on November 18, 2009, the term of the contract for Travel and Tourism Promotion Services entered into on September 1, 2006 was extended to June 30, 2016 by mutual agreement of the parties.

WHEREAS, the AGENCY has submitted a request to the AUTHORITY to extend the term of their contract an additional term of years and to make the funding of the AGENCY on a more permanent basis.

WHEREAS, the AUTHORITY has agreed to extend the term of the contract for an additional three years and to review said Contract in fiscal year 2016-2017 and make a decision as to whether the term will be extended for an additional term of years.

NOW THEREFORE, the parties mutually agree as follows:

1. **TERM OF THE CONTRACT:** The term of the contract dated September 1, 2006 is extended from July 1, 2016 to June 30, 2019, unless sooner terminated.
2. That during fiscal year July 1, 2016 thru June 30, 2017, the AUTHORITY will review the

operations of the AGENCY and make a decision as to whether or not to extend the contract for an additional term of years.

3. In the event the AUTHORITY does not extend the Contract for an additional term, the Agency may request additional or continued funding at the end of their then current contract.
4. Other than the specific modifications made herein all the terms and conditions contained in the Contract dated September 1, 2006 shall remain in full force and effect unless modified in writing during the term of this extension or during the term of any future extension.

This the 27th day of ~~September~~^{November}, 2013.

**CUMBERLAND COUNTY TOURISM
DEVELOPMENT AUTHORITY**

ATTEST

BY: Candice Y. White
Candice White, Clerk

BY: Vivek Tandon
Vivek Tandon
Chairman

**FAYETTEVILLE AREA CONVENTION AND VISITORS
BUREAU**

Candice Y. White
WITNESS

BY: John Meroski
John Meroski, President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: Nyssa Dardinali
County Finance Director

Approved for Legal Sufficiency

BY: Robert A. Harty, Jr.
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

MODIFICATION FOR TRAVEL AND TOURISM
PROMOTION SERVICES

This is a Modification, dated November 18, 2009, of the Contract for Travel and Tourism Promotion Services entered into on September 1, 2006 by and between the CUMBERLAND COUNTY TOURISM DEVELOPMENT AUTHORITY, (the "Authority") and FAYETTEVILLE AREA CONVENTION & VISITORS BUREAU, INC., (the "AGENCY");

WITNESSETH:

WHEREAS, the AGENCY has submitted a request to the AUTHORITY to extend the term of their contract an additional five years and to make the funding of the AGENCY on a more permanent basis.

WHEREAS, the AUTHORITY has agreed to extend the term of the contract for an additional five years and to review said Contract in the third year of each extension and make a decision during that third year as to whether the term will be extended for an additional five years.

NOW THEREFORE, the parties mutually agree as follows:

1. TERM OF THE CONTRACT: The term of the contract dated September 1, 2006 is extended from June 30, 2011 to June 30, 2016, unless sooner terminated.
2. That during the third year of the extended term, July 1, 2013 thru June 30, 2014, and each third year thereafter during any contract extension; the AUTHORITY will review the operations of the AGENCY and make a decision as to whether or not to extend the contract for an additional five year term.
3. In the event the AUTHORITY does not extend the Contract for an additional five year term the Agency may request additional or continued funding at the end of their then current contract.

4. Other than the specific modifications made herein all the terms and conditions contained in the Contract dated September 1, 2006 shall remain in full force and effect unless modified in writing during the term of this extension or during the term of any future extension.

This the day and year as above stated.

ATTEST

BY: Candice N. White
Candice White, Clerk

CUMBERLAND COUNTY TOURISM
DEVELOPMENT AUTHORITY

BY: [Signature]
Vivek Tandon
Chairman

FAYETTEVILLE AREA CONVENTION AND VISITORS
BUREAU

Candice N. White
WITNESS

BY: [Signature] ^{Jan 2011}
John Meroski, President

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal
Control Act.

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency

BY: [Signature]
County Attorney's Office