

RESOLUTION 23-245

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A SERVICES AGREEMENT WITH WILLIAMSON COUNTY CONVENTION AND VISITOR'S BUREAU TO PROVIDE TOURISM DEVELOPMENT SERVICES FOR THE CITY OF SPRING HILL

WHEREAS, the City of Spring Hill has identified the need for assistance with tourism development, marketing and tourism data analytics services; and

WHEREAS, the City falls within two counties, one of which is Williamson County; and

WHEREAS, Williamson County Convention and Visitor's Bureau ("WCCVB") exists as a 501(c)6 entity and designed to support the visitor and tourism interests of Williamson County and the cities within; and

WHEREAS, City staff recommends entering in to a Services Agreement with WCCVB for tourism services for a fee of 25% of the City's Hotel/Motel Tax collected in the previous year payable to WCCVB on a quarterly basis; and

WHEREAS, the funds remitted will be used for the sole purpose of community, economic and tourism development for the City of Spring Hill; and

WHEREAS, WCCVB shall provide an annual work plan each year, prepare and submit quarterly updates to the City Administrator and will treat the entirety of the City as within their jurisdiction, without regard to the county boundaries.

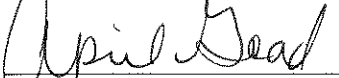
NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Services Agreement with Williamson County Convention and Visitor's Bureau for tourism development services for a fee of 25% of the City's Hotel/Motel tax on a quarterly basis, attached hereto.
2. Authorize the Mayor to execute the Services Agreement, attached hereto.

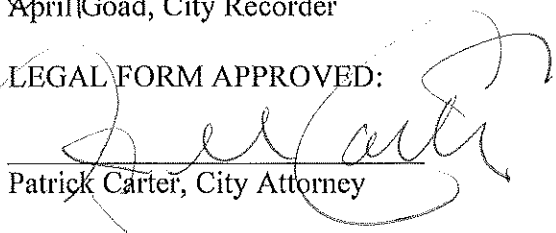
Passed and adopted by the City of Spring Hill Board of Mayor and Aldermen on the 20th day of November 2023.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

SPRING HILL WCCVB SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and Williamson County Convention and Visitor's Bureau ("WCCVB") (collectively as "Parties"), and is entered into on November 20, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City desires tourism development, marketing, and tourism data analytics it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, the WCCVB exists as a 501(c)6 entity designed to support the visitor and tourism interest of Williamson County and the cities within, and

WHEREAS, the City of Spring Hill falls within two counties, one of which is Williamson County,

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be November 20, 2023.
2. **TERM.** The term of this Agreement shall be 36 months from the Effective Date herein through November 19, 2026.
3. **INSURANCE.** WCCVB shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. WCCVB OBLIGATIONS

- a. WCCVB shall use the City funds for the sole purpose of community, economic, and tourism development of the City of Spring Hill.
- b. An annual Work Plan shall be approved by the Spring Hill Board of Mayor and Alderman annually.
- c. Quarterly updates shall be required to be prepare and sent to the City Administrator
- d. For the purposes of this agreement, WCCVB agrees to treat the entirety of the city as within their jurisdiction, without regard to the county boundaries.
- e. WCCVB agrees to coordinate with the Spring Hill Chamber of Commerce, Maury County Tourism, and the State Department of Tourism

5. CITY'S OBLIGATIONS

- a. The City agrees to remit twenty-five percent (25%) of the City's Hotel/Motel Tax to the WCCVB on a quarterly basis.
- b. The remittance will be collected in the prior year.
- c. The City agrees to participate in all business, strategy, and development sessions which they are invited to.
- d. The City agrees to maintain confidentiality on all information that is shared with the city from WCCVB, as determined by WCCVB.

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that WCCVB is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between WCCVB and the City; and neither WCCVB nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by WCCVB shall be considered acting under the supervision, direction and control of City.
7. **AMENDMENT AND TERMINATION.** The term of this Agreement shall continue from the Effective Date until the expiration of the Agreement terminates upon its own terms or unless amended or extended upon the mutual agreement of the parties in writing.
8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of WCCVB or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party.

10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of WCCVB and the City.

11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the WCCVB agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the WCCVB or WCCVB's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The WCCVB agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

14. **INDEMNITY.** WCCVB shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from WCCVB or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

15. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

16. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine

-restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

17. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and WCCVB and their respective heirs, administrators, successors and assigns.

18. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

19. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to WCCVB: Maureen Thornton
406 Main Street, Suite 200
Franklin, TN 37064

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group,
PLLC d/b/a Wolaver, Carter &
Heffington 809 South Main
Street, Suite 100
Columbia, TN 38401

City and WCCVB may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

21. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between WCCVB and the City and supersedes all prior negotiations, representations and agreements, unless otherwise expressly stated herein.

22. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, WCCVB and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: November 20, 2023

By: 
Maureen H. Thornton (print)
WCCVB REPRESENTATIVE
Date of Execution: November 20, 2023