

UPDATED 8/26/20
SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
AUGUST 27, 2020 - 4:00 PM
TELECONFERENCE



LIVESTREAM:

<https://www.facebook.com/cityofgtown/>

Notice of this meeting has been made in accordance with the
South Carolina Code of Laws as amended.

1. **CALL TO ORDER**
2. **ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
3. **ROLL CALL**
4. **FINANCE**
 - A. **Georgetown County Landfill Tipping Fee Increase Discussion**
Attachments:
 - 1 Briefing Document - Commercial Sanitation 08192020 (PDF)
5. **ELECTRIC UTILITIES**
 - A. **Discussion of Proposed Interim Solar Rate**
Attachments:
 - 1 2020.08.27 Solar workshop (PDF)
6. **ADMINISTRATION**
 - A. **Motion to approve an extension to an Emergency Ordinance requiring individuals to wear face coverings in certain establishments due to the COVID-19 pandemic.**
Attachments:
 - 1 08-25-20 Emergency Ordinance Extension-COVID-19-Face Coverings (PDF)
 - 2 07.02.20 Emergency Ordinance - Face Coverings (PDF)
 - B. **Destination Marketing Organization Presentation**
Attachments:
 - 1 2020.08.27 Georgetown DMO (PDF)
 - C. **Motion to approve a Revised Memorandum of Understanding naming Georgetown County Chamber of Commerce as the City's Designated Marketing Organization for Fiscal Year 2020/2021.**
Attachments:
 - 1 FY 2021 DMO Chamber Final Revised Draft (PDF)
 - 2 FY 2021 DMO Chamber Final Revised Draft Clean (PDF)

7. EXECUTIVE SESSION

- A. Motion to adjourn Special Meeting and enter into Executive Session pursuant to Section 30-4-70 (a)(1) to discuss and review a performance evaluation for Dr. Sandra Yúdice, City Administrator, one year anniversary.**
- B. Motion to adjourn Executive Session and reconvene Special Meeting.**
- C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**
- D. City Council may take action on items discussed in Executive Session.**

8. ADJOURNMENT

- A. Motion to adjourn the Special Meeting of City Council.**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

INFORMATION ITEM

DOC ID: 3110

Council Meeting Date: 27 August 2020
Department: Finance
Issue Under Consideration: Georgetown County Landfill Tipping Fee Increase Discussion

MAYOR
BRENDON M. BARBER, SR.

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
HOBSON H. MILTON
RUDOLPH A. BRADLEY
TUPELO HUMES
AL JOSEPH
CAROL JAYROE
CLARENCE C. SMALLS

Executive Offices
(843) 545-4001

To: City Council
Dr. Sandra Yúdice, City Administrator
Prepared by: Debra Bivens, Finance Director
Department: Finance Department
Date Prepared: August 18, 2020
Subject: Outsourcing of Commercial Sanitation Dumpster Collections

Issue Background

Effective July 1, 2009, City Council voted to cease providing commercial dumpster collection service. The major reason for this change was the increased cost to maintain and provide the service. The City kept a small number of accounts related to City services as well as some accounts servicing apartments and other multi-family housing, which were collected by City staff until such time that it became necessary to think about future capital cost. The City had only one sanitation truck that was capable of servicing dumpsters. On April 20, 2016, the City entered into an agreement with Waste Industries, LLC (A GFL Environmental Company) to collect solid waste from those remaining customers and completely privatized commercial dumpster service.

The initial contract was for three (3) years, with automatic renewal for additional two (2) year periods. The initial annual cost for this service was approximately \$5,000 per month, with provisions for CPI, fuel surcharge, and service fee adjustments.

Discussion

Effective August 1, 2020, Georgetown County increased its landfill tipping fee from \$35.00 per ton to \$45.00 per ton. This increase will be billed to the City by Waste Management and will increase the monthly bill by approximately 6.4% to \$6,020.

The City continues to bill that small customer base with annual net revenue of \$39,322. Despite the tipping fee increase, the City's revenues will exceed expenditures under this agreement. Based on any future tipping fee increases from the County and once this arrangement depletes any excess revenue, the City should cancel this agreement with the proper notice to the commercial hauler, customers, and property management organizations.

Alternatives

1. Pass the tipping fee increase to the customers.
2. Do not pass the tipping fee increase to the customers.

MAYOR
BRENDON M. BARBER, SR.

CITY ADMINISTRATOR
SANDRA E. YUDICE, Ph.D.

CITY CLERK
STEPHANIE BUCCIONE



COUNCIL MEMBERS
HOBSON H. MILTON
RUDOLPH A. BRADLEY
TUPELO HUMES
AL JOSEPH
CAROL JAYROE
CLARENCE C. SMALLS

Recommended Course of Action

At this time, it is not recommended to pass the tipping fee increase to the customer and to continue with contracting out this service until it is forecasted that this arrangement would deplete excess revenues. Therefore, staff recommends Alternative 2.

Note: This is not an action item.



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INFORMATION ITEM

DOC ID: 3109

Council Meeting Date: 27 August 2020
Department: Electric
Issue Under Consideration: Discussion of Proposed Interim Solar Rate

This is an updated version of a presentation made to Council about a year ago. Additions to the presentation include: 1) a revised proposal for an interim rate based on an analysis of purchased power cost made by our engineering consultant, 2) billing examples for the different methods of customer compensation, and 3) the compensation methods being used by other municipal electric utilities in South Carolina. If Council agrees with the proposed interim rate, we can be prepared to bring it back to Council for approval in September.

DISCUSSION OF PROPOSED INTERIM SOLAR RATE

ELECTRIC UTILITY DEPARTMENT

AUGUST 27, 2020



Concept

- Customers install generation using a renewable source (e.g., solar panels) on their side of the meter
- Enables customers to reduce the energy they purchase from utility (primary value)
- Surplus generated energy can either be stored in batteries for future customers use or can return to the utility system
- Utility compensates customers for energy that returns to utility (secondary value)

Compensation Methods

- Net metering
 - Energy flows through meter in both directions, kwh usage 'nets' out at each billing reading
 - Example: 1,000 kwh from utility to customer, 600 kwh from customer to utility, net billing is for 400 kwh
 - Effect: utility pays customers the same retail energy rate that the customers pay the utility
 - Not equitable for municipal utilities that buy wholesale energy for distribution to retail customers
 - For 2018...
 - Purchased power represented about 60% of what the City charged customers (all rates classes combined)
 - The other 40% represents operating costs, capital costs, etc. City incurs in these costs regardless of which way energy is flowing

Compensation Methods (cont.)

- **Avoided Cost**
 - Energy is metered separately in both directions instead of allowing it to net out
 - Example: 1,000 kwh from utility to customers, 600 kwh from customers to utility, customers are billed 1,000 kwh at retail rate and credited for 600 kwh at avoided cost rate
 - Avoided cost rate is based on utility's cost of purchased energy from wholesale provider
 - Utility-to-customers rate remains the same as they normally pay
 - Dollar amount will be netted out on monthly bill

Proposed Interim Rate Based on Avoided Cost of Purchased Power

- Customers pay normal rate for energy purchased from utility
- Utility pays customers \$0.05325/kwh for energy from customers
 - Based on analysis of purchased power costs from Utility Technology Engineers Consultants
- Dollar amounts are netted out on customers monthly bill

EXAMPLE – NORMAL RESIDENTIAL RATE

- Assumptions
 - 2000 kwh consumption
 - No solar generation

Description	Amount
Customer charge	\$ 8.00
2000 kwh @ \$0.08640/kwh	\$172.80
PPCA* 2000 @ (\$0.00550)/kwh	\$(11.00)
Total bill	\$169.80

* Purchase Power Cost Adjustment

EXAMPLE – SOLAR NET METERING RATE

- Assumptions
 - 2000 kwh consumption
 - Customer generates 1000 kwh by solar: 400 kwh is used by customer, 600 kwh is returned to utility

Description	Amount
Customer charge	\$ 8.00
2000-400-600=1000 kwh @ \$0.08640/kwh	\$86.40
PPCA* 1000 kwh @ (\$0.00550)/kwh	\$(5.50)
Total bill	\$88.90

* Purchase Power Cost Adjustment

EXAMPLE – SOLAR AVOIDED COST RATE

- Assumptions
 - 2000 kwh consumption
 - Customer generates 1000 kwh by solar: 400 kwh used by customer, 600 kwh is returned to utility

Description	Amount
Customer charge	\$ 8.00
2000-400=1600 kwh @ \$0.08640	\$138.24
600 kwh credit @ (\$0.05325)/kwh	\$(31.95)
PPCA* 1600 kwh @ (\$0.00550)/kwh	\$(8.80)
Total bill	\$105.49

* Purchase Power Cost Adjustment

What Are Other Municipal Electric Utilities in SC Doing?

- E-mailed poll of 20 municipal electric utilities (via SC Association of Municipal Power Systems)
- Received response from 16 utilities
- No response from 4 utilities

Poll Results

CITY	ALLOW INTERCONNECTION	CUSTOMER COMPENSATION		
		NONE	NET KWH	AVOIDED COST
Bamberg	No	X		
Camden	Yes			X
Clinton (PMPA)*	Yes			X
Easley (PMPA)	Yes			X
Gaffney (PMPA)	Yes			X
Greenwood	Yes	X		
Greer (PMPA)	Yes			X
Laurens (PMPA)	Yes			X
McComick	Yes	X		
Newberry (PMPA)	Yes			X
Orangeburg	Yes			X
Rock Hill (PMPA)	Yes			X
Seneca	No	X		
Union (PMPA)	Yes			X
Westminster (PMPA)	Yes			X
Winnsboro	Yes			X

* Piedmont Municipal Power Agency

SUMMARY

- Municipal utilities are overwhelmingly in favor of an avoided cost basis of customer compensation. There are *no* municipal utilities in SC using a net meter rate.
- If we pay full retail for solar energy, we are paying our normal wholesale rate *plus costs that we normally recover for the operation of our distribution system*
- If we pay a higher cost per kwh for solar energy, our other retail customers are paying this cost

Other Points to Consider

- This is an interim rate
- The next cost-of-service rate study will include a more in-depth study
 - Study proposed to be completed in 2024
- H4992 (in Committee) would exempt the value of solar installations under 20 kw from property taxes
- Our rates are *very* competitive and benefit all customers
 - Low rates make it marginal as to whether a customer can get an acceptable return on their solar investment, even with the tax credits that are available

Questions and Answers



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ORDINANCE

DOC ID: 3113

Council Meeting Date:	27 August 2020
Department:	Administration
Issue Under Consideration:	Motion to approve an extension to an Emergency Ordinance requiring individuals to wear face coverings in certain establishments due to the COVID-19 pandemic.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Sandra E. Yudice Ph.D. Completed 08/25/2020 4:29 PM

Stephanie Buccione Completed 08/25/2020 5:10 PM

Georgetown City Council Pending 08/27/2020 4:00 PM

Attachments:

1. 1 08-25-20 Emergency Ordinance Extension-COVID-19-Face Coverings (PDF)
2. 2 07.02.20 Emergency Ordinance - Face Coverings (PDF)

**MOTION TO APPROVE AN EXTENSION TO AN EMERGENCY ORDINANCE REQUIRING
INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN ESTABLISHMENTS DUE TO THE
COVID-19 PANDEMIC.**

**CITY OF GEORGETOWN EMERGENCY ORDINANCE
EXTENDING THE CITY-WIDE REQUIREMENT FOR
INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN ESTABLISHMENTS**

WHEREAS, on July 2, 2020, the City Council of the City of Georgetown passed an Emergency Ordinance requiring face coverings to be worn in certain establishments due to the COVID-19 Emergency; and

WHEREAS, the Emergency Ordinance of July 2, 2020, requiring face coverings is set to expire automatically as of the sixty-first day following enactment (the "Emergency Term"); and

WHEREAS, the Emergency Ordinance expressly authorized Council to extend the Emergency Term by emergency ordinance for one or more terms, each of no more than sixty days; and

WHEREAS, the Mayor and City Council of the City of Georgetown recognize the positive COVID-19 cases in the City of Georgetown and its surrounding communities have risen and fallen during this pandemic but have not abated for any sustained period; and

WHEREAS, The citizens of Georgetown remain at risk of exposure to COVID-19, and the wearing of face coverings has been consistently recommended by public health authorities to slow the spread of the virus;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Georgetown, South Carolina, in assembly and by the authority thereof, as an Emergency Ordinance on one reading, by affirmative vote of two-thirds of the members present, this 27th day of August, 2020, that the July 2, 2020 "CITY OF GEORGETOWN EMERGENCY ORDINANCE REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN ESTABLISHMENTS," attached and incorporated in its entirety, be and hereby is extended for sixty (60) days.

Effective Date and Time. This extension shall take effect September 1, 2020, Day 61 from the July 2, 2020 Emergency Ordinance being extended.

ATTEST:

Stephanie Buccione
City Clerk

Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:

Elise F. Crosby
City Attorney

**CITY OF GEORGETOWN EMERGENCY ORDINANCE
REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN ESTABLISHMENTS**

WHEREAS, the 2019 Novel Coronavirus ("COVID-19") is a respiratory disease that can result in serious illness or death by the SARS-CoV-2 virus, which can spread from person to person;

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020;

WHEREAS, the Centers for Disease Control and Prevention (the "CDC") has warned of the high public health threat posed by COVID-19 globally and in the United States;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency in the United States for COVID-19;

WHEREAS, on March 13, 2020, the President of the United States declared that the COVID-19 outbreak in the United States constitutes a national emergency, which began on March 1, 2020;

WHEREAS, also on March 13, 2020, the Governor of the State of South Carolina (the "State") issued Executive Order 2020-08, declaring a State of Emergency based on a determination that the COVID-19 poses an actual or imminent public health emergency for the State;

WHEREAS, the Governor of the State has subsequently declared a continued State of Emergency in Executive Orders 2020-15 (March 28), 2020-23 (April 12), 2020-29 (April 27), 2020-35 (May 12), 2020-38 (May 27), and 2020-40 (June 11);

WHEREAS, on March 16, 2020, pursuant to Art. III, § 16-41 of the Code of Ordinances of the City of Georgetown, Mayor Brendon M. Barber, Sr., proclaimed a Civil Emergency in the City of Georgetown due to COVID-19;

WHEREAS, on May 7, 2020, the Mayor and City Council of the City of Georgetown passed an Emergency Ordinance extending the Mayor's proclaimed State of Emergency;

WHEREAS, the State is experiencing a dramatic increase in the number of identified new confirmed COVID-19 cases and additional deaths;

WHEREAS, if COVID-19 cases continue to increase in the State and in Georgetown, the demand for medical, pharmaceutical, personal, and general cleaning supplies may overwhelm sources of supply; the private and public sector work force may be negatively impacted by absenteeism; and the demand for medical facilities may exceed locally available resources;

WHEREAS, health authorities, including the CDC, the Surgeon General of the United States, and DHEC have recommended the use of face coverings as a means of preventing the spread of COVID-19; and

WHEREAS, S.C. Code § 5-7-250(d) provides that “[t]o meet public emergencies affecting life, health, safety or the property of the people, council may adopt emergency ordinances ... by the affirmative vote of at least two-thirds of the members of council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirements. Emergency ordinances shall expire automatically as of the sixty-first day following the date of enactment;”

WHEREAS, the Mayor and Council of the City of Georgetown determined, based on the recommendations of public health experts and responsive to a serious threat to the public health, safety, and welfare of its citizens, that it would serve the public interest and be within the City’s police powers under Home Rule and S.C. Code § 5-7-60 to require that individuals wear face coverings in certain situations and locations;

WHEREAS, the South Carolina Attorney General, on June 25, 2020, issued a public statement that enacting local mask requirements is within the police power of municipalities and is not preempted by State law;

WHEREAS, this Ordinance has been approved by at least two-thirds of the Councilmembers present at the meeting in which it was considered;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Georgetown as follows:

Section 1. Definitions. As used herein, the terms below shall have the following meanings:

- 1) “Establishment” means a Foodservice Establishment or Retail Establishment.
- 2) “Face Covering” means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Face Coverings include, but are not limited to, bandanas, medical masks, cloth masks, scarves, and gaiters, provided that they are worn such that they securely cover the person’s nose and mouth.
- 3) “Foodservice Establishment” means any establishment within the city limits of the City of Georgetown that sells prepared food on a delivery, carry-out, or drive-through basis.
- 4) “Responsible Person,” with respect to an Establishment, means any individual associated with the Establishment who has the authority and ability to enforce the requirements of the Ordinance within the Establishment, such as an owner, manager, or supervisor. “Responsible Person” may also include an employee or other designee that is present at the Establishment but does not have the title of manager or supervisor, but who has the temporary or designated authority and ability to ensure that the requirements of this Ordinance are met while the Establishment is open to the public.

- 5) "Retail Establishment" means any retail business, organization, establishment, or facility open to the public within the City of Georgetown, including without limitation:
- a) grocery stores, convenience stores, and any other establishment engaged in the retail sale of non-prepared food;
 - b) commercial stores engaged in the retail sale of goods or services to the public including without limitation sporting goods stores; furniture and home-furnishings stores; clothing, shoe, and clothing-accessory stores; jewelry, luggage, and leather goods stores; department stores; hardware and home-improvement stores; book, craft, and music stores; florists and flower stores; and all other stores that sell supplies for household consumption or use;
 - c) pharmacies and other stores that sell medications or medical supplies;
 - d) alcoholic beverage stores; and
 - e) laundromats.

Section 2. Use of Face Coverings. Effective as of 9 a.m. on July 3, 2020

- 1) all customers are required to wear Face Coverings while inside the enclosed area of any Retail Establishment or Foodservice Establishment;
- 2) all Retail Establishments shall require staff to wear, and those staff shall wear, Face Coverings while working in areas open to the general public and areas in which interactions with other staff are likely in which social distancing of at least six feet cannot be observed; and
- 3) all Foodservice Establishments shall require staff who interact with customers (including, without limitation, delivery personnel) to wear, and those staff shall wear, Face Coverings while working.

Section 3. Exemptions. Face Coverings shall not be required:

- a) in outdoor or unenclosed areas appurtenant to Retail Establishments or Foodservice Establishments in which social distancing of at least six feet is possible and observed;
- b) for people whose religious beliefs prevent them from wearing a Face Covering;
- c) for those who cannot wear a Face Covering due to a medical or behavioral condition;
- d) for children under ten (10) years old, provided that adults accompanying children age two through ten (10) shall use reasonable efforts to cause those children to wear Face Coverings while inside the enclosed area of any Retail Establishment or Foodservice Establishment
- e) for patrons of Foodservice Establishments while they are dining;
- f) in private, individual offices;
- g) when complying with directions of law enforcement officers;
- h) in settings where it is not practical or feasible to wear a Face Covering, including when obtaining or rendering goods or services such as the receipt of dental services or while swimming;
- i) while exclusively with members of a family or the same household, and no person other than such family or household is within the same enclosed area.

Section 4. Individual Violations: Civil Infraction. Any person violating the provisions of this Ordinance by failing to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of not more than \$50. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

Section 5. Responsible Person Violations: Civil Infraction. Any Responsible Person violating the provisions of this Ordinance by failing to require employees of the Establishment to wear a Face Covering when required shall be guilty of a civil infraction, punishable by a penalty of not more than \$50. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

Section 6. Responsible Person Violations: Revocation of Permits and Licenses. In addition to the penalties established by Section 5 hereof, repeated violations of this Ordinance by a Responsible Person by failing to require employees of the Establishment to wear a Face Covering may, subject to all procedural protections set forth in the Code of Ordinances for the City of Georgetown, result in the suspension or revocation of any occupancy permit or business license issued to business where the repeated violations occurred.

Section 7. Responsible Person Violations: Public Nuisance. In addition to the penalties established by Section 5 hereof, repeated violations of this Ordinance by a Responsible Person by failing to require employees of the Establishment to wear a Face Covering are additionally hereby declared to be a public nuisance, which may be abated by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring Establishments into voluntary compliance with the terms of this Ordinance prior to the commencement of any enforcement action.

Section 8. Duties of Establishments and Responsible Persons. Establishments and Responsible Persons shall have a duty to enforce the provisions of this Ordinance only against employees of the Establishment. Without limiting the generality of the foregoing, no Establishment or Responsible Person shall have any duty to require that customers, visitors, or other members of the general public wear Face Coverings.

Section 9. Suspension of Contrary Local Provisions. During the Emergency Term (as defined in Section 12 below), any ordinance, resolution, policy, or bylaw that conflicts with the provisions hereof shall be and is hereby suspended and superseded.

Section 10. Expiration of Ordinance; Extension of Emergency Term. As provided by S.C. Code § 5-7-250(d), this Ordinance shall expire automatically as of the sixty-first day following the date of enactment (the "Emergency Term"). Notwithstanding the foregoing, however, Council may extend the Emergency Term by emergency ordinance for one or more additional terms, each of no more than sixty days, provided that the total duration of the Emergency Term shall not exceed six months without enacting an ordinance in the ordinary course.

Section 11. Severability. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

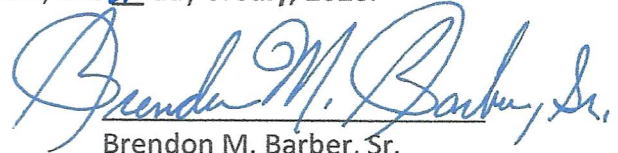
Section 12. Effective Date and Time. This emergency Ordinance shall take effect at 9 a.m. July 3, 2020.

BE IT ORDAINED by the Mayor and Council of the City of Georgetown, South Carolina, in assembly and by the authority thereof, as an Emergency Ordinance on one reading, by affirmative vote of two-thirds of the members present, this 2nd day of July, 2020.

ATTEST:

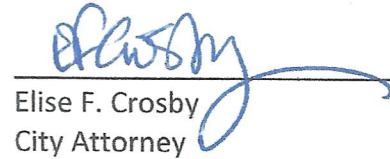


Stephanie Buccione
City Clerk



Brendon M. Barber, Sr.
Mayor

APPROVED AS TO FORM:



Elise F. Crosby
City Attorney



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INFORMATION ITEM

DOC ID: 3111

Council Meeting Date: 27 August 2020
Department: Administration
Issue Under Consideration: Destination Marketing Organization Presentation

Destination Marketing Organization

FY 2021 AND BEYOND

PRESENTED BY

SANDRA E. YÚDICE, PH.D., CITY ADMINISTRATOR

AUGUST 27, 2020



Background

- SC Code, Section 6-4-10 requires allocation of the State A-Tax funds
 - Funds exempt from all requirements allocated to the General Fund
 - First \$25,000
 - 5% of the balance
 - Allocation to a special fund
 - 30% of the balance to generate publicity to increase tourist attendance
 - FY 2021: \$29,000
 - Remaining balance with earned interest
 - Tourism-related expenses by municipalities or counties

Example: Distribution of State A-Tax Funds

Distribution	Allocations	Balance
Assume A-Tax total received = \$100,000		\$100,000.00
1 st Allocation: General Fund (no restrictions)	\$25,000.00	\$75,000.00
2 nd Allocation (5% of \$75,000 balance): General Fund (no restrictions)	\$3,750.00	\$71,250.00
3 rd Allocation (30% of \$75,000 balance): DMO tourism promotion	\$22,500.00	\$48,750.00
4 th Allocation (65% of \$75,000 balance + interest): Tourism-related expenditures by local government	\$48,750.00	\$0.00

Background (cont.)

- SC Code, Section 6-4-10(3) on Destination Marketing Organization (DMO)
 - To manage and direct the expenditure of tourism promotion funds
 - Select one or more organizations, ..., which has an existing, ongoing tourist promotion program
 - If no organization exists, the municipality or county shall create an organization with the same membership standard in Section 6-4-25
 - Seven members with a majority being selected from the hospitality industry
 - At least two of the hospitality industry members must be from the lodging industry
 - One representative from cultural organizations of the municipality

Background (cont.)

- SC Code, Section 6-4-10(3) on Destination Marketing Organization (DMO)
 - To manage and direct the expenditure of tourism promotion funds
 - Must be a nonprofit organization and shall demonstrate...that it has an existing, ongoing tourism promotion program or that it can develop an effective one
 - Tourism Expenditure Review Committee (SCDOR)
 - “...cities are nonprofits after all so it meets that requirement...”

Destination Marketing Organizations

<i>Fiscal Year</i>	<i>Designated Marketing Organization</i>	<i>Advertising</i>		<i>Administrative Fees</i>	<i>Total</i>
		<i>State ATAX Funds (30%)</i>	<i>Budgeted HTAX Funds</i>	<i>Budgeted HTAX Funds</i>	
16/17	Georgetown Partnership	32,186	-	-	32,186
17/18	Georgetown Business Association	36,399	-	-	36,399
18/19	Georgetown County Chamber of Commerce	38,834	23,736	72,500	135,070
19/20	Georgetown County Chamber of Commerce	31,442	10,674	72,600	114,716
20/21	Georgetown County Chamber of Commerce (Per MOU)	29,000	41,000	30,000	100,000

FY 2021 reduction reflects anticipated decreases in A- and H-tax revenues due to COVID-19 pandemic.

Current DMO : Georgetown County Chamber of Commerce

- FY 18/19
 - Pineapple: Outsourced Facebook and Instagram Maintenance & Public Relations \$6,450
 - **Tourism Website (abandoned by Chamber) \$8,800**
 - Tourism Website (Chamber preference) \$14,937 *\$330 Monthly Maintenance Fee
 - Admin & Operating Fees \$72,500
- FY 19/20
 - Ads Charlotte Magazine \$9,600
 - Google SEM \$4,000
 - Brochures \$12,067
 - Admin & Operating Fees \$72,600
- FY 20/21
 - \$100,000 includes print/digital marketing, social media, and administrative fee
 - Unable to set and monitor performance measures without increased funding
 - MOU will need to be revised

DMO Options

- Option 1: Reinstate the Georgetown Partnership
 - Already incorporated as a non-profit organization
 - Purpose
 - Recommend promotion expenditures to City Council for the State's 30% A-tax
 - Prepare a Tourism Promotion Plan and budget each fiscal year
 - Market exclusively the City of Georgetown as a tourist destination
 - If this is the way to move forward and this arrangement is successful, revise the potential of this option in the future to become the City's Tourism and Visitors Bureau (see Option 2)

Example: Folly Beach created a tourism committee in 2017

- The Tourism and Visitor Promotion Committee makes recommendations to City Council on, and establish guidelines for, the advertisement and promotion of tourism for the city using the 30% accommodation tax funds received from the state pursuant to S.C. Code § 6-4-10 et seq
- Membership: hospitality industry, including the lodging sector, a cultural organization, and the general public
- Prepare a Tourism Promotion Plan and budget each fiscal year
- Seek grants to supplement funding
- Maintain status as a nonprofit corporation and remain in good standing
- Meet when necessary

DMO Options (cont.)

- Option 2: Create an independent, non-profit organization such as a tourism and visitors bureau
 - Exclusively dedicated to market the City of Georgetown
 - Estimated annual operating cost: \$100,000
 - Funded by state and local accommodations and hospitality tax

Example: City of Myrtle Beach CVB

- Non-profit, LLC
- Mission
 - “to market and promote the Myrtle Beach area as the premier beach destination in the United States for individuals, families, groups, and business travelers.”
- Manages two visitor centers
- Provides relocation information

DMO Alternatives (cont.)

- Option 3: Establish City of Georgetown Marketing Strategy
 - DMO guidelines to market City of Georgetown exclusively
 - All inclusive City-wide events and as tourist destination
 - Allocate State's 30% A-Tax advertising funds to an existing marketing organization
 - Local A- and H-Tax will be allocated per recommendations from the current A-Tax/H-Tax Committee as approved by City Council
 - Eliminate duplication of efforts
 - Work with an organization that are already advertising events and have already established an advertising website

DMO Alternatives (cont.)

- Option 4: Continue with the Georgetown County Chamber of Commerce
 - Lower the administrative fee
 - Marketing strategies
 - Exclusively market the City of Georgetown or
 - Continue with the overall marketing package

Recommendation for State A-Tax Funding

- Option 1: Reinstate the Georgetown Partnership
- or
- Option 3: Establish City of Georgetown Marketing Strategy



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 3112

Council Meeting Date:	27 August 2020
Department:	Administration
Issue Under Consideration:	Motion to approve a Revised Memorandum of Understanding naming Georgetown County Chamber of Commerce as the City's Designated Marketing Organization for Fiscal Year 2020/2021.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Sandra E. Yudice Ph.D. Completed 08/21/2020 3:01 PM
 Finance Completed 08/21/2020 3:05 PM
 City Attorney Completed 08/21/2020 3:35 PM
 Sandra E. Yudice Ph.D. Skipped 08/21/2020 3:52 PM
 already approved on Dept Head Review
 Stephanie Buccione Completed 08/21/2020 3:53 PM
 Georgetown City Council Pending 08/27/2020 4:00 PM

Attachments:

1. 1 FY 2021 DMO Chamber Final Revised Draft (PDF)
2. 2 FY 2021 DMO Chamber Final Revised Draft Clean (PDF)

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, but effective as of July 1, 2020, and ending June 30, 2021, hereinafter referred to as the Effective Date, by and between the City of Georgetown, South Carolina, (“City”) a duly organized and validly existing body politic of the State of South Carolina, and the Georgetown County Chamber of Commerce (“Chamber”), a South Carolina non-profit corporation, whose address is 531 Front Street, Georgetown, SC 29440.

WHEREAS, Georgetown City Council (“City Council”) recognizes that the attraction of visitors and tourists is a key element in the economic development of the City of Georgetown (“City”), and has the need for a qualified, experienced, and capable organization to become the destination marketing organization (“DMO”) for the City for Fiscal Year 2020-2021 (FY 2021) pursuant to the requirements of Section 6-4-10 of the South Carolina Code of 1976; and

WHEREAS, The Chamber has represented to the City that it has the personnel and capability to continue functioning as the DMO for the City for FY 2021 and has further expressed its willingness to do so during the Effective Date; and

WHEREAS, Both parties recognize that the current COVID-19 public health emergency crisis has

caused the Accommodations and Hospitality tax revenues to decrease, hence, creating the need to reduce the DMO budget for FY 2021; and

WHEREAS, Both parties agree that in the event Accommodations and Hospitality tax revenues were to increase or further decrease resulting from changes in the economy and its impact on tourism in the City due to the COVID-19 crisis, the appropriation for FY 2021 may change accordingly and City Council may act upon it as early as January 2021; and

WHEREAS, The City and the Chamber now wish to enter into this Agreement for the Chamber to continue functioning as the official DMO for City for FY 2021, as the last of three years, as contemplated in the original Memorandum of Understanding executed by both parties on July 12, 2018.

NOW, THEREFORE, both parties subscribe that the following agreement and understanding, shall be entered into for the stated purpose described herein, and thus agree to the following:

1. Responsibilities of the Georgetown Chamber of Commerce

The Chamber shall be responsible for providing management and staff to support the City marketing for tourism in the following manner:

- a) Be the primary point of contact for the City tourism activities, tourism partners, agencies, media, film office, and other applicable sources.
- b) Advertise and promote tourism with the purpose of increasing tourist attendance through the generation of publicity.
- c) Assist and work with the Tourism Advisory Committee.
- d) Manage tourism related campaigns for the City.
- e) Solicit and accept information from Georgetown area businesses, organizations and institutions to continue implementing a multi-prong marketing program to increase leisure travelers to the City.
- f) Present to City Council a report at its regular meeting following the end of each quarter.
- g) ~~Upon approval of receiving the marketing services, submit invoices with backup documentation for the City's approval and payment directly to the vendors.~~

g) Ensure that appropriated funds are spent according to this Agreement.

h) Provide detailed monthly invoices for marketing services (i.e., public relations, website, and social media services) for actual work performed, including hourly rates.

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numbering

i) Chamber will pay invoices directly to vendors to not exceed the \$29,000.00 State A-Tax funding total.

ii) When invoice totals exceed the quarterly State A-Tax allocation, the Chamber will send invoices to the City to pay directly to the vendors with the local H-tax up to the \$41,000.00 annual allocation upon approval from the Chamber that it received the marketing services along with backup documentation.

2. Responsibilities of the City of Georgetown

- a) Pursuant to the percentage requirements set out in South Carolina State Code Section 6-4-10(3), hereinabove referenced, City shall allocate thirty percent (30%) of the revenues of the State Accommodations Tax collected within the City, provided that (a) said Accommodation Tax revenues remain available; (b) that the percentage requirement of State Code Section 6-4-10 does not change; and (c) further provided that the Chamber uses the State Accommodations Tax monies allotted herein in compliance with this Agreement. If the percentage requirements of State Code Section 6-4-10 should be changed, then, City reserves the right to change the percentages allocated to the Chamber under this Agreement to the revised percentages set out by State Code.
- b) Pursuant to Section 21-35(b)(5) of the Code of Ordinances of the City of Georgetown, the City will appropriate to the Chamber funds derived from the Local Hospitality tax collected within the municipal limits of the City pursuant to Section 21-33 of the Code of Ordinances of the City of Georgetown, provided the Chamber utilizes the funds in accordance with this Agreement.
- c) Pursuant to the terms of South Carolina Code Section 6-4-10 and Section 21-33(b) and Section 21-35(b)(5) of the City Code, herein above referenced, appropriate funds for tourism marketing and promotion for FY 2021 as follows:

Funding Source	Appropriation
State Accommodations Tax (A-Tax) at 30% ^(a)	\$29,000.00
Local Hospitality Tax (H-Tax)	\$71,000.00
Total	\$100,000.00

^(a) Pursuant to Section 6-4-10 of the SC Code, this percentage represents 30% of the balance after allocating State A-Tax to the General Fund.

On a quarterly basis, give the 30% State A-tax funds to Chamber as remittances are received from the State:

i. Per State law, Chamber must spend it on promotion.

ii. Chamber will need to pay invoices directly to vendors to not exceed the \$29,000.00 State A-Tax allocation.

- d) When invoice totals exceed the quarterly State A-Tax allocation, the Chamber will send invoices to the City to pay directly to the vendors with the local H-tax up to the \$41,000.00 annual allocation. Upon receipt of an invoice with backup documentation from the Chamber, the City will (1) review the invoices for accuracy; (2) work with Chamber staff on any invoice discrepancies; and, (3) with the Chamber's confirmation that marketing services have been received, pay directly to the vendors within thirty (30) days of receiving invoices from the Chamber.
- e) Review the Chamber's quarterly report to ensure that funding has been spent according to the Georgetown Destination Marketing Organization FY 2021 Budget (Exhibit A) and schedule the quarterly presentation to City Council.
- f) On the 15th of each month and on a pro-rated basis, pay the \$2,500.00 each month for administrative fees up to a total of \$30,000.00 as noted in Section 3.
- ~~f)g)~~ Provide contract administration services, pursuant to Section 4 of this Agreement.

3. Administrative Fee

It is agreed by both parties that the Chamber will charge up to 30% of the total appropriation toward the administrative fee. The Chamber will include this fee as part of the budgeted line items as outlined in Exhibit A. The remaining 70% shall be used for direct marketing services and promotional materials. Tourism management/administrative fees are due to be paid to the Chamber by the 15th of each month on a pro-rated basis as noted in Section 2.f).

4. Contract Administration and Reporting

To facilitate and increase transparency, stewardship of public funds, and good communications between City and the Chamber, the parties to this Agreement agreed to the following administrative and financial practices:

- a) City's Finance Director or his/her designee shall serve as City's liaison to the Chamber, for tourism marketing purposes and shall hereinafter be referred to as the City's "DMO Liaison" to the Chamber. The DMO Liaison will monitor the DMO Agreement for compliance; review and approve invoices for payment directly to vendors within 30 days of receipt from the Chamber; and review the Chamber's quarterly reports.
- b) The Chamber shall appoint a Chamber staff member to serve as the "Chamber liaison" to the City, hereinafter referred to as the Chamber Liaison. The Chamber Liaison shall work, as needed, with the DMO Liaison and assist with solving any discrepancies with the invoices, reports, and documentation. It shall be understood that the purpose of the reports is to facilitate assessment and/or continued improvement of the Chamber's performance hereunder.

- c) The Chamber shall engage a certified public accounting firm to conduct an annual audit of its financial statements in accordance with auditing standards generally accepted in the United States of America. The financial statements shall include an audit of the 30% State A-Tax funds allocation (i.e., \$29,000) spent under this Agreement. The City and the Chamber seek transparency regarding all expenditures hereunder and the Chamber shall provide City with a copy of the Chamber's Independent Auditor's Report for the 12-month period ending June 30, 2021, not later than January 3, 2022.

5. Term of Agreement

This Agreement shall commence on the effective date of July 1, 2020, hereinabove referenced, and shall continue through June 30, 2021. Nothing herein requires automatic renewal of this Agreement.

Written notice must be given to the other party ninety (90) calendar days in advance of a termination, whether it is prior to or at the end of FY 2021.

In the event funds are not appropriated or become non-appropriated by City Council, it is agreed by both parties that this Agreement will become null and void. The City shall provide at minimum 30-days-notice to the Chamber should funds not be appropriated or become non-appropriated. It is also further agreed that the City shall be responsible for payment of any outstanding contracts entered into or invoices due on behalf of the City's Tourism Marketing program prior to any non-appropriation notice, provided the Chamber confirms receipt of services for outstanding contracts or pending invoices. It is further agreed that the City shall not be responsible for outstanding contracts for which no services have been rendered and/or received by the Chamber.

6. FORCE MAJEURE

Force majeure includes acts of God, natural or man-made disasters, riots, public health emergencies, acts of other branches of government in either their sovereign or contractual capacities, or any similar cause beyond the reasonable control of the parties. Any delays in or failure of performance by either party that are caused by a Force Majeure shall not constitute breach of this Agreement.

In the event that any event of force majeure, as herein defined occurs, both parties shall be entitled to a reasonable extension of time for performance of work. In the event of a force majeure, the City is forced to change the DMO appropriation, both parties will collaborate in adjusting the budget in the best interest of both parties.

7. Notices

All notices required hereunder shall be in writing and shall be deemed to have been duly

given by either hand delivered or mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing:

City of Georgetown:
City of Georgetown, South Carolina
Attention: City Administrator
Post Office Box 939
Georgetown, South Carolina 29442

Georgetown Chamber of Commerce:
Georgetown County Chamber of Commerce
Attention: President/CEO
531 Front Street
Georgetown, SC 29440

8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by all parties hereto. In the case of any conflict between the terms and conditions of this Agreement and any other agreement between the parties hereto, the terms of this Agreement shall control.

9. Severability.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

10. Governing Law.

This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

11. Assignment

The rights and obligations of the parties hereto shall not be assigned, in whole or in part, without the written consent of the other party hereto.

12. Successors and Assigns

The rights and obligations herein shall inure to, and be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF GEORGETOWN, SOUTH CAROLINA

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

Georgetown County Chamber of Commerce

By:

Beth Stedman, President & CEO

Approved as to Form:

Elise Crosby, City Attorney

Exhibit A

Georgetown Destination Marketing Organization FY 2021 Budget

Task Description	Cost
Print Advertising	\$14,175.00
Interactive (Digital) Media	\$27,200.00
Billboards (Out of Home)	\$4,025.00
Website (IT Support Contract)	\$3,960.00
Materials Distribution	\$840.00
Marketing Services: Public Relations and Writing for Website ¹	\$12,000.00
Marketing Services: Social Media Management ²	\$7,800.00
Administrative Fee ³	\$30,000.00
TOTALS	\$100,000.00

¹ Billed monthly for actual work performed by Chamber staff in promoting the City directly (detailed on an hourly basis) to include writing news releases; feature stories and articles including research, interviews, photography, proofreading and editing and working with various media outlets for placement; media relations (e.g., print, broadcast, and online) to develop coverage; community relations; public affairs and government relations; promotions and special events; brochures and newsletters; bring writers to the area and managing familiarization tours for writers; and creating website content. Monthly invoices for these marketing services will be payable within 30 days of the City receiving the invoices.

² Billed monthly for actual work performed by Chamber staff in promoting the City directly (detailed on an hourly basis) to include developing strategies (e.g., identifying goals and marketing objectives as well as researching the competition); planning the social media schedule; creating and scheduling posts; creating graphics; photography; responding to and/or reviewing comments; engaging with followers; tracking mentions; contacting and following up to increase “followers” (lead generation); analyzing results and employing strategies to measure and optimize results; channel selection and online reputation management. Monthly invoices for these marketing services will be payable within 30 days of the City receiving the invoices.

³ Paid on the 15th of each month on a pro-rated basis at \$2,500.00 each month.

STATE OF SOUTH CAROLINA)
)
) AGREEMENT BETWEEN THE
) CITY OF GEORGETOWN AND
) GEORGETOWN COUNTY CHAMBER OF COMMERCE
 CITY OF GEORGETOWN) DESTINATION MARKETING ORGANIZATION

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, but effective as of July 1, 2020, and ending June 30, 2021, hereinafter referred to as the Effective Date, by and between the City of Georgetown, South Carolina, ("City") a duly organized and validly existing body politic of the State of South Carolina, and the Georgetown County Chamber of Commerce ("Chamber"), a South Carolina non-profit corporation, whose address is 531 Front Street, Georgetown, SC 29440.

WITNESSETH:

WHEREAS, Georgetown City Council ("City Council") recognizes that the attraction of visitors and tourists is a key element in the economic development of the City of Georgetown ("City"), and has the need for a qualified, experienced, and capable organization to become the destination marketing organization ("DMO") for the City for Fiscal Year 2020-2021 (FY 2021) pursuant to the requirements of Section 6-4-10 of the South Carolina Code of 1976; and

WHEREAS, The City and the Georgetown County Chamber of Commerce ("Chamber") have established a relationship over the last two fiscal years as the City's DMO; and

WHEREAS, The Chamber has represented to the City that it has the personnel and capability to continue functioning as the DMO for the City for FY 2021 and has further expressed its willingness to do so during the Effective Date; and

WHEREAS, City Council wishes to work in conjunction with the Chamber to continue increasing tourism by promoting the City as a tourist destination in FY 2021; and

WHEREAS, The Chamber also wishes to continue with a working relationship and agreement with City Council and continue promoting tourism in conjunction with its mission; and

WHEREAS, Both parties recognize the need, benefit, value of tourism and tourism promotion for the City, and the work the Chamber has done as the City's DMO; and

WHEREAS, Both parties recognize that the current COVID-19 public health emergency crisis has

caused the Accommodations and Hospitality tax revenues to decrease, hence, creating the need to reduce the DMO budget for FY 2021; and

WHEREAS, Both parties agree that in the event Accommodations and Hospitality tax revenues were to increase or further decrease resulting from changes in the economy and its impact on tourism in the City due to the COVID-19 crisis, the appropriation for FY 2021 may change accordingly and City Council may act upon it as early as January 2021; and

WHEREAS, The City and the Chamber now wish to enter into this Agreement for the Chamber to continue functioning as the official DMO for City for FY 2021, as the last of three years, as contemplated in the original Memorandum of Understanding executed by both parties on July 12, 2018.

NOW, THEREFORE, both parties subscribe that the following agreement and understanding, shall be entered into for the stated purpose described herein, and thus agree to the following:

1. Responsibilities of the Georgetown Chamber of Commerce

The Chamber shall be responsible for providing management and staff to support the City marketing for tourism in the following manner:

- a) Be the primary point of contact for the City tourism activities, tourism partners, agencies, media, film office, and other applicable sources.
- b) Advertise and promote tourism with the purpose of increasing tourist attendance through the generation of publicity.
- c) Assist and work with the Tourism Advisory Committee.
- d) Manage tourism related campaigns for the City.
- e) Solicit and accept information from Georgetown area businesses, organizations and institutions to continue implementing a multi-prong marketing program to increase leisure travelers to the City.
- f) Present to City Council a report at its regular meeting following the end of each quarter.
- g) Ensure that appropriated funds are spent according to this Agreement.
- h) Provide detailed monthly invoices for marketing services (i.e., public relations, website, and social media services) for actual work performed, including hourly rates.

- i) Chamber will pay invoices directly to vendors to not exceed the \$29,000.00 State A-Tax funding total.
- j) When invoice totals exceed the quarterly State A-Tax allocation, the Chamber will send invoices to the City to pay directly to the vendors with the local H-tax up to the \$41,000.00 annual allocation upon approval from the Chamber that it received the marketing services along with backup documentation.

2. Responsibilities of the City of Georgetown

- a) Pursuant to the percentage requirements set out in South Carolina State Code Section 6-4-10(3), hereinabove referenced, City shall allocate thirty percent (30%) of the revenues of the State Accommodations Tax collected within the City, provided that (a) said Accommodation Tax revenues remain available; (b) that the percentage requirement of State Code Section 6-4-10 does not change; and (c) further provided that the Chamber uses the State Accommodations Tax monies allotted herein in compliance with this Agreement. If the percentage requirements of State Code Section 6-4-10 should be changed, then, City reserves the right to change the percentages allocated to the Chamber under this Agreement to the revised percentages set out by State Code.
- b) Pursuant to Section 21-35(b)(5) of the Code of Ordinances of the City of Georgetown, the City will appropriate to the Chamber funds derived from the Local Hospitality tax collected within the municipal limits of the City pursuant to Section 21-33 of the Code of Ordinances of the City of Georgetown, provided the Chamber utilizes the funds in accordance with this Agreement.
- c) Pursuant to the terms of South Carolina Code Section 6-4-10 and Section 21-33(b) and Section 21-35(b)(5) of the City Code, herein above referenced, appropriate funds for tourism marketing and promotion for FY 2021 as follows:

Funding Source	Appropriation
State Accommodations Tax (A-Tax) at 30% ^(a)	\$29,000.00
Local Hospitality Tax (H-Tax)	\$71,000.00
Total	\$100,000.00

^(a) Pursuant to Section 6-4-10 of the SC Code, this percentage represents 30% of the balance after allocating State A-Tax to the General Fund.

On a quarterly basis, give the 30% State A-tax funds to Chamber as remittances are received from the State:

- i. Per State law, Chamber must spend it on promotion.
- ii. Chamber will need to pay invoices directly to vendors to not exceed the \$29,000.00 State A-Tax allocation.

- d) When invoice totals exceed the quarterly State A-Tax allocation, the Chamber will send invoices to the City to pay directly to the vendors with the local H-tax up to the \$41,000.00 annual allocation. Upon receipt of an invoice with backup documentation from the Chamber, the City will (1) review the invoices for accuracy; (2) work with Chamber staff on any invoice discrepancies; and, (3) with the Chamber's confirmation that marketing services have been received, pay directly to the vendors within thirty (30) days of receiving invoices from the Chamber.
- e) Review the Chamber's quarterly report to ensure that funding has been spent according to the Georgetown Destination Marketing Organization FY 2021 Budget (Exhibit A) and schedule the quarterly presentation to City Council.
- f) On the 15th of each month and on a pro-rated basis, pay the \$2,500.00 each month for administrative fees up to a total of \$30,000.00 as noted in Section 3.
- g) Provide contract administration services, pursuant to Section 4 of this Agreement.

3. Administrative Fee

It is agreed by both parties that the Chamber will charge up to 30% of the total appropriation toward the administrative fee. The Chamber will include this fee as part of the budgeted line items as outlined in Exhibit A. The remaining 70% shall be used for direct marketing services and promotional materials. Tourism management/administrative fees are due to be paid to the Chamber by the 15th of each month on a pro-rated basis as noted in Section 2.f).

4. Contract Administration and Reporting

To facilitate and increase transparency, stewardship of public funds, and good communications between City and the Chamber, the parties to this Agreement agreed to the following administrative and financial practices:

- a) City's Finance Director or his/her designee shall serve as City's liaison to the Chamber, for tourism marketing purposes and shall hereinafter be referred to as the City's "DMO Liaison" to the Chamber. The DMO Liaison will monitor the DMO Agreement for compliance; review and approve invoices for payment directly to vendors within 30 days of receipt from the Chamber; and review the Chamber's quarterly reports.
- b) The Chamber shall appoint a Chamber staff member to serve as the "Chamber liaison" to the City, hereinafter referred to as the Chamber Liaison. The Chamber Liaison shall work, as needed, with the DMO Liaison and assist with solving any discrepancies with the invoices, reports, and documentation. It shall be understood that the purpose of the reports is to facilitate assessment and/or continued improvement of the Chamber's performance hereunder.

- c) The Chamber shall engage a certified public accounting firm to conduct an annual audit of its financial statements in accordance with auditing standards generally accepted in the United States of America. The financial statements shall include an audit of the 30% State A-Tax fund allocation (i.e., \$29,000) spent under this Agreement. The City and the Chamber seek transparency regarding all expenditures hereunder and the Chamber shall provide City with a copy of the Chamber's Independent Auditor's Report for the 12-month period ending June 30, 2021, not later than January 3, 2022.

5. Term of Agreement

This Agreement shall commence on the effective date of July 1, 2020, hereinabove referenced, and shall continue through June 30, 2021. Nothing herein requires automatic renewal of this Agreement.

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In the event funds are not appropriated or become non-appropriated by City Council, it is agreed by both parties that this Agreement will become null and void. The City shall provide at minimum 30-days-notice to the Chamber should funds not be appropriated or become non-appropriated. It is also further agreed that the City shall be responsible for payment of any outstanding contracts entered into or invoices due on behalf of the City's Tourism Marketing program prior to any non-appropriation notice, provided the Chamber confirms receipt of services for outstanding contracts or pending invoices. Is further agreed that the City shall not be responsible for outstanding contracts for which no services have been rendered and/or received by the Chamber.

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In the event that any event of force majeure, as herein defined occurs, both parties shall be entitled to a reasonable extension of time for performance of work. In the event of a force majeure, the City is forced to change the DMO appropriation, both parties will collaborate in adjusting the budget in the best interest of both parties.

7. Notices

All notices required hereunder shall be in writing and shall be deemed to have been duly

given by either hand delivered or mailed by certified or registered mail, postage prepaid, addressed to the party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing:

City of Georgetown:
City of Georgetown, South Carolina
Attention: City Administrator
Post Office Box 939
Georgetown, South Carolina 29442

Georgetown Chamber of Commerce:
Georgetown County Chamber of Commerce
Attention: President/CEO
531 Front Street
Georgetown, SC 29440

8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by all parties hereto. In the case of any conflict between the terms and conditions of this Agreement and any other agreement between the parties hereto, the terms of this Agreement shall control.

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If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

10. Governing Law.

This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

11. Assignment

The rights and obligations of the parties hereto shall not be assigned, in whole or in part, without the written consent of the other party hereto.

12. Successors and Assigns

The rights and obligations herein shall inure to, and be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF GEORGETOWN, SOUTH CAROLINA

Stephanie Buccione, City Clerk

Brendon M. Barber, Sr., Mayor

Georgetown County Chamber of Commerce

By:

Beth Stedman, President & CEO

Approved as to Form:

Elise Crosby, City Attorney

Exhibit A

Georgetown Destination Marketing Organization FY 2021 Budget

Task Description	Cost
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Materials Distribution	\$840.00
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Marketing Services: Social Media Management ²	\$7,800.00
Administrative Fee ³	\$30,000.00
TOTALS	\$100,000.00

¹ Billed monthly for actual work performed by Chamber staff in promoting the City directly (detailed on an hourly basis) to include writing news releases; feature stories and articles including research, interviews, photography, proofreading and editing and working with various media outlets for placement; media relations (e.g., print, broadcast, and online) to develop coverage; community relations; public affairs and government relations; promotions and special events; brochures and newsletters; bring writers to the area and managing familiarization tours for writers; and creating website content. Monthly invoices for these marketing services will be payable within 30 days of the City receiving the invoices.

² Billed monthly for actual work performed by Chamber staff in promoting the City directly (detailed on an hourly basis) to include developing strategies (e.g., identifying goals and marketing objectives as well as researching the competition); planning the social media schedule; creating and scheduling posts; creating graphics; photography; responding to and/or reviewing comments; engaging with followers; tracking mentions; contacting and following up to increase "followers" (lead generation); analyzing results and employing strategies to measure and optimize results; channel selection and online reputation management. Monthly invoices for these marketing services will be payable within 30 days of the City receiving the invoices.

³ Paid on the 15th of each month on a pro-rated basis at \$2,500.00 each month.