APPROPRIATION AGREEMENT WITH THE BRISTOL CHAMBER OF COMMERCE FOR PROGRAM SUPPORT

This Agreement, made and effective as of the 1st day of July 2013, 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 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 coordinates the Keep Bristol Beautiful program, Bristol Youth Leadership Program, Bristol Business Resource Center, and the Bristol Christmas Parade for the city; and

WHEREAS, the City Council of Bristol, Tennessee has appropriated funds in Fiscal 2014 for the Bristol Chamber to use for said programs; 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.

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 the sum of $20,500 not later than August 1, 2013.

2. The funds 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.

3. The Bristol Chamber shall use the funds for the following programs:

   (1) Keep Bristol Beautiful Program ($15,000), including:
       a. Coordinating the cleanup of Beaver Creek and Little Creek;
       b. Hosting of a community-wide cleanup (Great American Cleanup);
       c. Conducting of a Household Hazardous Waste Collection event in partnership with Sullivan County and the State of Tennessee;
       d. Conducting of recycling activities, including telephone directory recycling and preparation of a recycling brochure; and
       e. Conducting the Beautification Award Program.
(2) Bristol Business Resource Center ($2,000), including:
   a. Serving as a one-stop resource for entrepreneurs and business owners;
   b. Assistance in writing business plans;
   c. Marketing;
   d. Professional development training; and
   e. Budgeting and financing options.

(3) Bristol Youth Leadership ($2,500).

(4) Bristol Christmas Parade ($1,000).

4. The Bristol Chamber will submit a written report by July 31, 2014, outlining the accomplishments and services provided by the Bristol Chamber during the contract period.

5. 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.

6. 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 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 its acceptance by the Bristol Chamber.

7. 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, less any funds obligated but not yet paid to a third party. Any notice of termination shall be sent by first class certified mail as follows:

   **To the Bristol Chamber:**
   President/CEO
   20 Volunteer Parkway
   Bristol, Tennessee 37620

   **To the City:**
   City Manager
   P.O. Box 1189
   Bristol, Tennessee 37621-1189
8. 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.

9. The term of this Agreement shall commence July 1, 2013 and shall continue through June 30, 2014, unless terminated sooner as provided in Paragraph 7.

10. 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 day and year first above written.

APPROVED AS TO FORM AND LEGALITY:

__________________________
City Attorney

CITY OF BRISTOL, TENNESSEE

By: ____________________________

BRISTOL CHAMBER OF COMMERCE

By: ____________________________
(Signature)

______________________________
(Typed or Printed Name and Title)