

**AGENDA**  
**JOINT FINANCE COMMITTEE**  
**WEDNESDAY, JANUARY 6, 2021**  
**10:00 A.M.**  
**Location:**  
**Virtual-WebEx**

**I. CALL TO ORDER**

**II. CONSIDERATION OF PROPOSED AMENDMENTS TO THE WINCHESTER-FREDERICK COUNTY CONVENTION AND VISITORS BUREAU MEMORANDUM OF UNDERSTANDING AND MEMBERSHIP**

**III. COMMITTEE MEMBER COMMENTS**

**IV. ADJOURN**

SPECIAL MESSAGE CONCERNING THE JOINT FINANCE MEETING:

Under the recently adopted amendment to the Budget Bill - HB29 2019, due to the COVID-19 pandemic and resulting Order of the Governor to stay home and social distance, the Committee is meeting virtually via WebEx.

**Watch/listen to the meeting:**

- Watch online via WebEx - <https://bit.ly/3i9TvqP> (meeting #: 1323633345; password: 73966737)
- Listen to the meeting via phone – 1-408-418-9388 (meeting #: 1323633345#; password: 73966737#)

## MEMORANDUM OF UNDERSTANDING

### **FREDERICK COUNTY AND CITY OF WINCHESTER JOINT AGREEMENT RE: WINCHESTER-FREDERICK COUNTY CONVENTION AND VISITORS' BUREAU**

#### **I. PURPOSE**

The County of Frederick and the City of Winchester are entering into this Memorandum of Understanding (MOU) to reflect changes in the allocation of membership to the Winchester-Frederick County Tourism Board (Tourism Board) and to establish the funding contribution for the Winchester-Frederick County Convention and Visitors' Bureau (CVB).

This MOU shall supersede all existing agreements effective upon date of adoption.

#### **II. MEMBERSHIP COMPOSITION, APPOINTMENT, AND TERM**

The Tourism Board shall consist of 9 voting members. Five of these members shall be appointed by Frederick County. Four members shall be appointed by the City of Winchester.

The Tourism Board shall follow the process for new voting board members as dictated in Article VII of the Tourism Board bylaws. The bylaws detail the voting and non-voting member composition, membership requirements, limits and internal vetting and recommendation process.

Henceforth, the Tourism Board shall recommend voting members for appointment to either the City or the County based upon which locality is being represented. The current board members and their assigned positions as detailed below are attached in Addendum A.

Public/Non-profit position 1 – County  
Public/Non-profit position 2 – City  
Public/Non-profit position 3 – County  
Public/Non-profit position 4 – City  
Private sector lodging position 1 – County  
Private sector lodging position 2 – City  
Private sector position 1 – County  
Private sector position 2 – City  
Private sector position 3 – County

As detailed in the Tourism Board's bylaws, candidates shall first be vetted by the Tourism Board, and then recommended to the appropriate governing body for final appointment.

#### **III. FUNDING**

The County's annual contribution to the CVB shall be a function of the County's bed tax assessment as dictated by the Virginia General Assembly. All County bed tax receipts received

in excess of the base 2% bed tax rate shall constitute the County's contribution to the CVB. At the time of this MOU, the County's bed tax rate is 3.5%, thus those receipts collected from the additional 1.5% comprise the County's contribution to the CVB.

The City's annual contribution to the CVB shall increase or decrease annually based on a formula which compares the City's bed tax revenue totals from the previous two fiscal years. Beginning with FY23, a percentage change in bed tax receipts between the previous two fiscal years shall be calculated and applied to the previous year's contribution. For the first year, FY23, the percent change shall be applied to the previously established base contribution to the CVB, which is \$150,500.00.

The City's annual contribution to the CVB shall be 50% of the amount calculated using the above noted formula until the City's total overall bed tax revenues exceed \$1,000,000.00. Once bed tax revenues exceed \$1,000,000 then 100% of the amount calculated above will be contributed to the CVB.

#### **IV. FISCAL AGENT**

The City of Winchester shall serve as the fiscal agent for the undertaking(s) covered by this MOU. The Convention and Visitors' Bureau Board may opt to become its own fiscal agent or use another entity with approval of the Frederick County Board of Supervisors and the Common Council of the City of Winchester.

#### **V. TERM**

The term of this MOU shall be July through June 30 of each fiscal year. Unless otherwise terminated as herein provided, this agreement shall automatically renew and continue in full force and effect from year to year unless terminated by either party in such manner and at such time as hereinafter provided for termination.

#### **VI. TERMINATION**

This MOU may be terminated by either party only upon written notice to the other party by certified or registered mail, return receipt requested, at least 90 days prior to the expiration of the initial term or any renewal term; otherwise this MOU shall renew and continue as provided.

Upon termination of this MOU, the parties shall mutually agree as to the disposition of the personal property of the operation and of any jointly owned real property of the operation.

#### **VII. EVIDENCE OF AUTHORITY TO EXECUTE**

In accordance with the provision of the attached Resolutions (incorporated by reference as if set forth fully herein) duly adopted by parties to this Memorandum of Understanding, the undersigned individuals are hereby authorized and directed to execute this Memorandum of Understanding on behalf of the respective governing bodies, and do hereby acknowledge and agreed to abide its terms.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020 on behalf of the City of Winchester, Virginia.

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Approved as to Form

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

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2020 on behalf of the County of Frederick, Virginia.

\_\_\_\_\_  
\_\_\_\_\_, County Administrator

Approved as to Form

\_\_\_\_\_  
County Attorney

