



STAFF REPORT

MEETING DATE: January 14, 2025

TITLE:

Consider and act on Resolution No. R-2025-06, regarding a Visit Bastrop Destination Marketing Services Agreement between the City of Bastrop and Visit Bastrop, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; and providing for findings of fact; repealer; severability; effective date; proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The original contract was approved on September 12, 2017. A first amendment was approved on January 15, 2020. A second amendment was approved on November 10, 2020. There was a third amendment approved on August 30, 2021. The fourth amendment is related to changes requested by the City of Bastrop. The requested changes for Council consideration are as follows:

1. SCOPE OF SERVICES

1.1. Services to be Provided. Visit Bastrop agrees to provide the services described below:

(h) Provide tourism marketing to the City to jointly improve and maximize opportunities for **community assets**.

1.2. Benchmarks & Performance Measures. Visit Bastrop agrees to meet or exceed the benchmarks and performance measures included in **Attachment "A"**.

2. OPERATIONS

2.1. Business Plan. In **May** of each year, Visit Bastrop shall submit to the City Manager a Business Plan with a proposed budget that indicates in appropriate detail how the funding to be provided by the City for the upcoming fiscal year will be expended. This plan and proposed budget will be presented publicly at a Joint City Council meeting.

2.2. Financial Management.

(e) **Financial Policies.** The Financial Policies of Visit Bastrop **shall mirror the policies of the City of Bastrop, where HOT Funds are utilized.**

2.3. Board Operations.

(i) **Board Meetings.** Visit Bastrop shall ensure that the Board of Directors meets at least **seven (7) times a year**. The Board of Directors will receive routine updates on the organization's operations. While the Board may have an Executive Committee, the entire Board shall

receive full briefings from staff and Board leadership, **on a per meeting basis.**

(f) Joint Meeting. The City Council and Visit Bastrop Board of Directors shall conduct one or more joint meetings annually to share objectives, provide operational updates, and achieve alignment of purpose **in May of each year.**

2.6. Personnel Policies. The Personnel Policies of Visit Bastrop **shall mirror the policies of the City of Bastrop.**

3. COMPENSATION

3.2. Targeted Appropriation. The City shall target thirty-five percent (35%) of the net HOT Revenue collected by the City as an annual appropriation to Visit Bastrop. This amount shall not be more than **\$1,250,000.00** of total HOT Revenues. Each year during the City's annual budget process, the targeted percentage will be considered in making an annual appropriation to be paid to Visit Bastrop under this Agreement.

4. DURATION

4.2 Automatic Renewal. The term of this 2025 Agreement shall automatically renew for successive one-year periods, **for up to three years**, and thus be extended for an additional one-year (12-month) term unless a Party provides written notice of an intention to terminate the agreement. To be effective, a Party's notice of their intention to terminate the agreement must be received by the other Party no later than ninety (90) days prior to the end of the then-current term.

4.4. Suspension. Either Party may temporarily suspend payments due or services rendered (as may be appropriate) under this 2024 Agreement if the other Party breaches its obligations under this agreement and fails to cure or otherwise remedy the breach to the other Party's satisfaction. Prior to suspending payments, the non-breaching Party must first provide the other Party with written notification of the breach that shall serve as the basis of the suspension and inform them that they have **thirty** (30) days to cure or otherwise remedy the breach to the non-breaching Party's satisfaction.

5. MISCELLANEOUS

5.10. Back payment Clause. This agreement shall acknowledge that after the effective date of **January 14, 2025**, Visit Bastrop shall be issued a back payment of the October 2024 quarterly installment from the City's annual appropriation to Visit Bastrop for the payment that was not issued in October of 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Take action on Resolution No. R-2025-06, regarding a Visit Bastrop Destination Marketing Services Agreement between the City of Bastrop and Visit Bastrop, as attached in Exhibit A.

ATTACHMENTS:

- Resolution No. R-2025-06
- Exhibit A: Destination Marketing Agreement- Visit Bastrop

