

HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
AMENDED FUNDING AGREEMENT

This Amended Agreement made and entered into this, the 8th of September 2020, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and Hill Country Alliance, is understood and agreed to be as set forth herein.

RECITALS:

WHEREAS, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council deems it to be in the public interest to promote tourism through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

WHEREAS, the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

WHEREAS, due to COVID-19, the event had to become a virtual event, but will continue to advertise and market the City as a tourist destination; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2020 Budget through the approval of Ordinance No. 2019-32 on September 17, 2019; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on September 17, 2019 and amended the agreement in May 2020; and

WHEREAS, the Hill Country Alliance rescheduled its event to October 2020 due to the pandemic but then transformed the event into a virtual event; and

WHEREAS, the Hill County Alliance desires to provide marketing and advertising services for the City.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Hill Country Alliance, a nonprofit corporation organized under the laws of the State of Texas.

2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Exhibit "A") promotes tourism.

3. GRANT

The City has transferred as a grant a portion of the Fiscal Year 2020 Hotel Occupancy Tax funds for advertising and marketing the City prior and during the Hill Country Alliance for Hill Country Living Festival+ Rainwater Revival Event in an amount of Three Thousand Five Hundred Dollars (\$3,500.00).

4. SERVICES

In exchange for the grant described above, Hill Country Alliance hereby agrees to utilize the grant funds in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) for advertising and marketing purposes as described in Exhibit "A" and below, which directly enhance and promote tourism and the convention and hotel industry; and advertise and promote the city and its vicinity. The expenditures must be completed by October 31, 2020.

(a) Marketing, advertising, and promotional materials that advertise the City.

5. REQUIREMENTS

- 5.1** Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided during the marketing and advertising of the City to registrants, vendors, and event attendees, including event websites, funded by the grant.
- 5.2** The City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.
- 5.3** Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand;

and

- 5.4** Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

6. EXTENDED DURATION

This Agreement is commencing on June 1, 2020 and ending on October 31, 2020. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

7. TERMINATION

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

8. ACCOUNTING

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

9. CONTACTS

For purposes of this Agreement, communications may be sent as follows:

To the City:
City of Dripping Springs
Attn: Michelle Fischer
PO Box 384
Dripping Springs, TX 78620

To the Recipient:
Hill Country Alliance
Attn: Katherine Romans
1322 Highway 290 West, Suite D
Dripping Springs, TX 78620

10. INDEMNIFICATION

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient's actions or inactions, or the conduct of Recipient's agents, employees, or contractors.

11. INCLUSIVENESS

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

12. SEVERABILITY

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND, CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

HILL COUNTRY ALLIANCE:

Todd Purcell, Mayor

Katherine Romans, Executive Director

Date

Date

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Signature

Printed Name and Title