

**HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
FUNDING AMENDED AGREEMENT**

This Agreement made and entered into this, the 9th of March 2021, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas (“City”), and **Dr. Pound Historical Farmstead**, 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, due to the pandemic and construction limitations on visiting the Dr. Pound Historical Farmstead the revenues for the Farmstead were significantly decreased; and

WHEREAS, the Farmstead is an important tourist historic attraction for the City of Dripping Springs; 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 and increased hotel occupancy 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, the City Council approved the expenditure of the grant funds in the Fiscal Year 2021 Budget through the approval of Ordinance No. 2020-42 on August 11, 2020 and a Budget Amendment on February 16, 2021; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on August 11, 2020.

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 Dr. Pound Historical Farmstead, 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 hereby agrees to transfer as a grant a portion of the Fiscal Year 2021 Hotel Occupancy Tax funds to Dr. Pound Historical Farmstead for signage and public relation materials for special exhibit in an amount Four Thousand and Seven Hundred Dollars (\$4,700). The grant shall be payable in one lump sum payment no later than 30 days after the date this Agreement is signed by both parties.

4. SERVICES

In exchange for the grant described above, Dr. Pound Historical Farmstead hereby agrees to utilize the grant funds in the amount of Thirty-Six Thousand and Seven Hundred and Seventy-One Dollars and twenty-five cents (\$36,771.025) for the purposes as described in Exhibit A and below, which directly enhance and promote tourism and the convention and hotel industry; advertise and promote the city and its vicinity; and, enhance the arts, in which participants are tourists to the city.

- (a) New signage;
- (b) Advertising;
- (c) Preservation Projects;
- (d) Administrative Costs; and
- (e) Public Relations materials for Special Exhibit.

5. REQUIREMENTS

- 5.1** Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to registrants, vendors, and event attendees, including event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the event, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow.
- 5.2** If grant funds are used for advertising, 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. DURATION

This Amended Agreement is commencing on March 9, 2021 and ending on December 31, 2021. 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:

Dr. Pound Historical Farmstead
Attn: Jenny Pack, Executive Director
PO Box 1150
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:

DR. POUND HISTORICAL FARMSTEAD:

Bill Foulds, Jr., Mayor

Jenny Pack, Executive Director

Date

Date

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Signature

Printed Name and Title

Attachment "A"

Dr. Pound Historical Farmstead HOT Funding Applications