

**RESOLUTION NO. R-2021-89**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A THIRD AMENDMENT TO THE DESTINATION AND MARKETING SERVICES AGREEMENT; ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

**WHEREAS**, the City of Bastrop City Council and the Visit Bastrop Board of Directors signed the First Amendment to the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop on 15<sup>th</sup> of January, 2020, as provided herein; and

**WHEREAS**, the City of Bastrop City Council and the Visit Bastrop Board of Directors signed the Second Amendment to the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop on 10<sup>th</sup> of November, 2020, as provided herein; and

**WHEREAS**, the Visit Bastrop Board of Directors requested a third amendment to the terms of the Agreement on August 30<sup>th</sup>, 2021, as provided herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1:** The City hereby approves this third amendment to the Agreement, attached as Exhibit A.

**Section 2:** The City Manager is hereby authorized to execute all necessary documents between the City of Bastrop, Texas and Visit Bastrop.

**Section 3:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop, Texas  
this 11<sup>th</sup> day of November 2021.

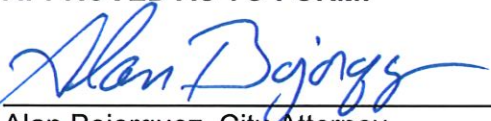
**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

**THIRD AMENDMENT TO  
DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF  
BASTROP, TEXAS, AND VISIT BASTROP**

This Agreement is made as of this 29<sup>th</sup> day of November 2021, by and between the City of Bastrop, Texas ("City"), a Texas municipal corporation, and Visit Bastrop ("Visit Bastrop"), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, acting by and through their authorized representatives.

**WHEREAS**, the City and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

**WHEREAS**, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved minor amendments to the terms of the Agreement on September 9, 2019; and

**WHEREAS**, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a first amendment to the terms of the Agreement on January 15, 2020; and

**WHEREAS**, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a second amendment to the terms of the Agreement on November 10, 2020, as provided herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (i) is replaced with the following:

- In August of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This plan and proposed budget will be presented publicly as part of a Joint City Council meeting to be held no later than the third Monday in August for the upcoming year.
- In addition, Visit Bastrop shall present to the City Council a Mid-Year Report which shall include a review of the year thus far and plans for the rest of the fiscal year at the second City Council meeting in April or the next available meeting as determined by the City Manager.
- In October of each year, Visit Bastrop shall present an optional end of year presentation to be determined by Council which will present a recap of accomplishments for the previous fiscal year at the second City Council meeting in October or the next available meeting as determined by the City Manager.

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (ii) is replaced with the following:

- Provide written quarterly reports to City Council through the City of Bastrop

Quarterly Report. The data, layout, and items reported on shall be decided in conjunction with the City Manager to ensure both parties are confident the reported data will give City Council an accurate snapshot of activities and level of success.

3. That Section I. "Term", Paragraph 1.1 "Term", shall have the following clause added:

- The term of this Agreement, that commenced on October 1, 2017 between the City of Bastrop, a Texas municipal corporation, and Visit Bastrop, a Texas non-profit corporation, shall be extended for an additional five (5) years, beginning on September 30, 2022 and ending on September 30, 2027, with an extension option of up to 5 years from the end of the next Term that can be mutually agreed upon prior to the expiration, unless such Agreement is terminated pursuant to Article VII of the original contract, as attached here as "Exhibit A".

4. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

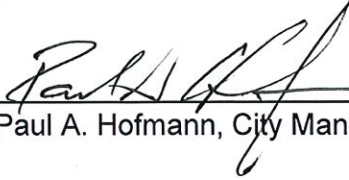
7. This Agreement amends and supersedes only those specific enumerated provisions of the Destination and Marketing Services Agreement between the City of Bastrop, Texas, and Visit Bastrop, as amended the balance of which remains unaffected by the amendments set forth herein.

8. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein may not be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9. The Agreement, as heretofore amended, shall continue in full force and effect except as amended herein.

**EXECUTED** in duplicate originals this the 12<sup>TH</sup> day of October 2021.

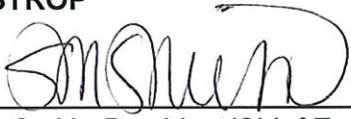
**CITY OF BASTROP, TEXAS**

By:   
Paul A. Hofmann, City Manager

**ATTEST**

By:   
Ann Franklin, City Secretary

**VISIT BASTROP**

By:   
Susan Smith, President/Chief Executive Officer