

**RESOLUTION NO. R-2020-113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A SECOND 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 approved minor amendments to the terms of the Agreement on September 9, 2019, as provided herein; 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, as provided herein; and

**WHEREAS**, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and Visit Bastrop to approve this second amendment to the contract, modifying reporting requirements.

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

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

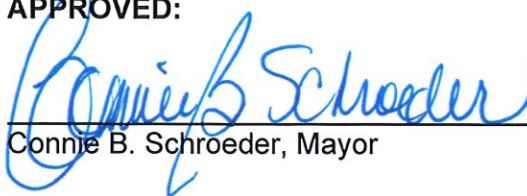
**Section 2:** The City Manager is hereby authorized to execute all necessary documents between the City of Bastrop, Texas and Visit Bastrop.

**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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 10<sup>th</sup> day of November 2020.

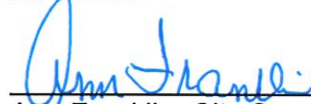
**APPROVED:**



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Connie B. Schroeder, Mayor

**ATTEST:**



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Ann Franklin, City Secretary

**APPROVED AS TO FORM:**



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Alan Bojorquez, City Attorney

EXHIBIT A

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

This Agreement is made as of this 10<sup>th</sup> day of November, 2020, 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, as provided herein.

**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, 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", (A) "Reporting", Sentence number 5 is amended as follows:

In years 2-5 of the contract, *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 business plan and proposed budget will be presented publicly *as part of the Joint City Council meeting in August for the upcoming fiscal year*.

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (iii) is amended as follows.

Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance and establish future goals and objectives, and other topics that may be relevant to the components of this contract in *August* of each year.

3. The amendments to the Contract set forth herein shall be effective as of November 10, 2020.

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.



EXHIBIT A

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 10<sup>th</sup> day of November 2020.

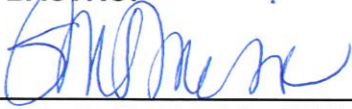
**CITY OF BASTROP, TEXAS**

By:  \_\_\_\_\_  
Paul A. Hofmann, City Manager

**ATTEST**

By:  \_\_\_\_\_  
Ann Franklin, City Secretary

**VISIT BASTROP**

By:  \_\_\_\_\_  
Susan Smith, President/Chief Executive Officer