CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN CONSERVATION SOCIETY

WHEREAS, the City of Seguin approved funding for the Seguin Conservation Society for fiscal year 2016 not to exceed $4,250; and

WHEREAS, the Seguin Conservation Society agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin Conservation Society attached hereto is approved.
2. The City Manager is authorized to enter into this agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin Conservation Society)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Seguin Conservation Society ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily V.A.T.S. Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay four thousand two hundred fifty dollars ($4,250.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than four thousand two hundred fifty dollars ($4,250.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;

1) at or in the immediate vicinity of convention center facilities or visitor information centers; or

2) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates.

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit the City of Seguin, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, P. O. Box 245, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be subject to the laws and statutes of the State of Texas.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

By:_____
Douglas G. Faseler, City Manager

Attest:

_____

SEGUIN CONSERVATION SOCIETY

By:_____
_____, its _____

Attest:

_____

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE MID-TEXAS SYMPHONY

WHEREAS, the City of Seguin approved funding for the Mid-Texas Symphony for fiscal year 2016 not to exceed $7,000; and

WHEREAS, the Mid-Texas Symphony agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Mid-Texas Symphony attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE MANAGEMENT, USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Mid-Texas Symphony)

This Agreement is made this 1st day of October 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas ("City"), and the Mid-Texas Symphony ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay seven thousand dollars ($7,000.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than seven thousand dollars ($7,000.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, folk art, creative writing, architecture, design and allied fields, painting and sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit.It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any responsibility to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to Delegee, 512 Elmwood Drive, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

By:_____
Douglas G. Faseler, City Manager

Attest:

_____

MID-TEXAS SYMPHONY

By:_____
_____, President

Attest:

_____

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE TEATRO DE ARTES DE JUAN SEGUIN

WHEREAS, the City of Seguin approved funding for the Teatro de Artes de Juan Seguin for fiscal year 2016 not to exceed $4,800; and

WHEREAS, the Teatro de Artes de Juan Seguin agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Teatro de Artes de Juan Seguin attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE MANAGEMENT, USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Teatro de Artes de Juan Seguin)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas ("City"), and the Teatro de Artes de Juan Seguin ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay four thousand eight hundred dollars ($4,800.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than four thousand eight hundred dollars ($4,800.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, folk art, creative writing, architecture, design and allied fields, painting and sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to Delegee, 1717 Westview, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

By:_____
Douglas G. Faseler, City Manager

Attest:

_____

TEATRO DE ARTES DE JUAN SEGUIN

By:_____
_____, President

Attest:

_____

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN-GUADALUPE COUNTY HISPANIC CHAMBER OF COMMERCE

WHEREAS, The City of Seguin approved funding for the Seguin-Guadalupe County Hispanic Chamber of Commerce for fiscal year 2016 not to exceed $6,300; and

WHEREAS, the Seguin-Guadalupe County Hispanic Chamber of Commerce agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin-Guadalupe County Hispanic Chamber of Commerce attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin – Guadalupe County Hispanic Chamber of Commerce)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Seguin – Guadalupe County Hispanic Chamber of Commerce ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay six thousand three hundred dollars ($6,300.00) in quarterly installments to the Delegee for the 2015 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than six thousand three hundred dollars ($6,300.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, folk art, creative writing, architecture, design and allied fields, painting and sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, P. O. Box 1154, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

Attest:

By:_____

_____

Douglas G. Faseler, City Manager

SEGUIN-GUADALUPE COUNTY HISPANIC CHAMBER OF COMMERCE

Attest:

By:_____

_____

_____, President

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN HERITAGE MUSEUM

WHEREAS, the City of Seguin approved funding for the Seguin Heritage Museum for fiscal year 2016 to exceed $5,000; and

WHEREAS, the Seguin Heritage Museum agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin Heritage Museum attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin Heritage Museum)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Seguin Heritage Museum ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay five thousand dollars ($5,000.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than five thousand dollars ($5,000.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;*
>
> *1) at or in the immediate vicinity of convention center facilities or visitor information centers; or*
> *2) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, 114 N. River, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

By:_____
Douglas G. Faseler, City Manager

Attest:

_____

SEGUIN HERITAGE MUSEUM

By:_____
_____, its _____

Attest:

_____

CITY OF SEGUIN
COUNTY OF GUADALUPE **RESOLUTION NO._____**
STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE GUADALUPE COUNTY FAIR ASSOCIATION

WHEREAS, the City of Seguin approved funding for the Guadalupe County Fair Association for fiscal year 2016 not to exceed $10,000; and

WHEREAS, the Guadalupe County Fair Association agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Guadalupe County Fair Association attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin – Guadalupe County Fair Association)

This Agreement is made this 1st day of October, 2016, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Guadalupe County Fair Association ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay ten thousand dollars ($10,000.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than ten thousand dollars ($10,000.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *Expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold

quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid

and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, Post Office Box 334, Seguin, Texas 78156.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

Attest:

By:_____

_____

Douglas G. Faseler, City Manager

GUADALUPE COUNTY FAIR ASSOCATION

Attest:

By:_____

_____

_____, President

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN LULAC COUNCIL #682

WHEREAS, the City of Seguin approved funding for the Seguin LULAC Council #682 for fiscal year 2016 not to exceed $5,400; and

WHEREAS, the Seguin LULAC Council #682 agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin LULAC Council #682 attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE MANAGEMENT, USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin LULAC Council #682)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas ("City"), and the Seguin LULAC Council #682 ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay five thousand four hundred dollars ($5,400.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than five thousand four hundred ($5,400.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, folk art, creative writing, architecture, design and allied fields, painting and sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit.It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any responsibility to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to Delegee, Post Office Box 707, Seguin, Texas 78156.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

Attest:

By:_____

_____

Douglas G. Faseler, City Manager

SEGUIN LULAC COUNCIL #682

Attest:

By:_____

_____

_____, President

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN AREA CHAMBER

WHEREAS, the City of Seguin approved funding for the Seguin Area Chamber for fiscal year 2016 not to exceed $5,000; and

WHEREAS, the Seguin Area Chamber agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin Area Chamber attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin Area Chamber of Commerce)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Seguin Area Chamber of Commerce ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay five thousand dollars ($5,000.00) to assist with a new event, the ASA Qualifier Softball Tournament. Disbursements will be made in quarterly payments with no more than 50% being disbursed prior to the event. If the event does not occur, no further payments will be made.

Delegee acknowledges that in no event shall the Delegee be entitled to more than five thousand dollars ($5,000.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *Expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold

quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid

and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, 116 North Camp Street, Seguin, Texas 78156.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS Attest:

By:_____ _____
Douglas G. Faseler, City Manager

SEGUIN AREA CHAMBER OF COMMERCE Attest:

By:_____ _____
_____, President

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE SEGUIN ART LEAGUE

WHEREAS, the City of Seguin approved funding for the Seguin Art League for fiscal year 2016 not to exceed $4,690; and

WHEREAS, the Seguin Art League agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Seguin Art League attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of October, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE MANAGEMENT, USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(Seguin Art League)

This Agreement is made this 1st day of October 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas ("City"), and the Seguin Art League ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay four thousand six hundred ninety dollars ($4,690.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than four thousand six hundred ninety dollars ($4,690.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, folk art, creative writing, architecture, design and allied fields, painting and sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording and other arts related to the presentation, performance, execution, and exhibition of these major art forms.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any responsibility to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to Delegee, P. O. Box 445, Seguin, Texas 78156.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS

Attest:

By:_____

_____

Douglas G. Faseler, City Manager

SEGUIN ART LEAGUE

Attest:

By:_____

_____

_____, President

CITY OF SEGUIN

RESOLUTION NO._____

STATE OF TEXAS

A RESOLUTION APPROVING THE AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BETWEEN THE CITY OF SEGUIN AND THE FIELDS OF HUBER RANCH, LLC

WHEREAS, the City of Seguin approved funding for the Fields of Huber Ranch, LLC for fiscal year 2016 not to exceed $24,500, and

WHEREAS, the Fields of Huber Ranch, LLC agrees to provide the services as mentioned in the attached agreement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas that:

1. The Agreement to Delegate Use and Expenditure of Hotel Occupancy Tax Revenue between the City of Seguin and the Fields of Huber Ranch, LLC attached hereto is approved.
2. The City Manager is authorized to enter into the agreement.

PASSED AND APPROVED this 20th day of November, 2015.

_____
Don Keil, Mayor

ATTEST:

_____
Thalia Stautzenberger, City Secretary

AGREEMENT TO DELEGATE USE AND EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE

(The Fields of Huber Ranch, LLC)

This Agreement is made this 1st day of October, 2015, by and between the City of Seguin, Texas, a municipal corporation of Guadalupe County, Texas, and the Fields of Huber Ranch, LLC ("Delegee").

I.

The City of Seguin, Texas, by authority of powers granted to it under state statutes and City of Seguin Charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City of Seguin.

II.

As part of its Obligation under state statutes [primarily Texas Tax Code, Section 351.101] to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, and in consideration for the Delegee attracting and promoting tourism for the visitor market from which the City of Seguin derives direct tourist income benefit, and provided that the Delegee complies with the other terms of this Agreement, the City of Seguin hereby agrees to pay the Delegee a portion of the local hotel occupancy tax funds as follows:

City of Seguin shall pay twenty-four thousand five hundred dollars ($24,500.00) in quarterly installments to the Delegee for the 2016 fiscal year. The City of Seguin has budgeted $675,000 in estimated hotel occupancy tax collections for fiscal year 2016. If the actual revenue for fiscal year 2016 is not $675,000, the delegee's final quarterly installment will be reduced on a pro rata basis with the other organizations' funding for fiscal year 2016.

Delegee acknowledges that in no event shall the Delegee be entitled to more than twenty-four thousand five hundred dollars ($24,500.00) in hotel occupancy tax revenue for the 2016 fiscal year.

Delegee agrees that any local hotel occupancy tax funds paid to it by the City of Seguin shall be used only in the following specific areas:

> *Expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.*

Delegee also agrees that advertising and signage for all events funded or partially funded under this agreement shall contain the following wording:

Partial funding for this event was provided by the City of Seguin, Texas.

As part of its quarterly reports, Delegee shall provide copies of advertising, signage, or other proof that the above statement was included.

III.

It is expressly understood and agreed by and between the parties that the Delegee is hired and engaged as an independent contractor and is not an officer, agent or employee of the City of Seguin.

IV.

Delegee shall provide to the City, prior to obtaining any local hotel occupancy tax funds, a proposed budget for the upcoming year including a listing of each scheduled activity, program or event that is directly funded by the revenue provided, said budget to be approved by the City Council in writing in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Delegee with respect to each expenditure of revenue provided.

Delegee shall also provide to the City, prior to obtaining any local hotel occupancy tax funds, a list of events for the period October 1, 2015 through September 30, 2016. These events may be posted on the Seguin Convention and Visitors' Bureau website. If any events are added or deleted during this period, delegee shall immediately notify the Director of Finance for the City.

Thereafter, the Delegee shall provide to the Seguin City Council periodic reports, at least quarterly, on the activities that are conducted to benefit City of Seguin tourism, as well as an annual financial statement listing the expenditures made from revenue from the local hotel occupancy tax. These quarterly reports are to be provided to the City of Seguin's Director of Finance by the 15th day of October, January, April and July for the quarters immediately preceding these dates. These reports must be submitted on the City of Seguin's forms provided as Attachment A to this Agreement. If the quarterly reports are not received by these dates and/or not submitted on the required forms, the City will not issue a payment for said quarter. It is further agreed by the Delegee that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle that revenue with any other money or maintain it in any other account.

Delegee shall also provide a Post Event Report Form as provided as Attachment B to this Agreement within ten (10) days following the event that is funded by the use of hotel

occupancy tax funds. Failure to submit a completed Post Event Report Form may delay the disbursement of payments to the Delegee; the City reserves the right to withhold quarterly payments to the Delegee until the time that all required post-event forms have been submitted.

The Delegee shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other person, shall make the records available for inspection and review. These records may be audited by an outside auditor appointed by the City at the City's expense. The Delegee shall provide a contact name, address and phone number for the audit along with this signed Agreement. The Delegee shall cooperate in all respects with the auditor and assist the auditor in gathering the records necessary for the audit. It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Delegee for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the activities authorized under this Agreement. If a municipal or other public or private entity that conducts an activity authorized under this Agreement conducts other activities that are not authorized under this Agreement, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

Delegee is prohibited from using any hotel occupancy tax funds to directly or indirectly communicate, influence, attempting to influence, or otherwise lobby any political entity, an agent or employee of a political entity, or any political campaign. Any violation of this prohibition shall result in disqualification from receiving future funds.

As a further condition of receiving funds from the City, Delegee certifies that it has paid all ad valorem taxes that it may owe, that no liens exist on Delegee's property, and that Delegee has no other unpaid debt to the City.

V.

This Agreement shall be effective the 1st day of October, 2015, and shall continue in force until September 30, 2016. Either the City or the Delegee shall, upon affording proper written notice in the manner hereinbelow provided, have the option to terminate this Agreement at any time within thirty (30) days after giving such notice. Expiration or termination of this Agreement does not, however, relieve the Delegee of any requirement to file reports or otherwise account for the expenditure of all funds received prior to expiration or termination of this Agreement.

VI.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas 78156, or to the Delegee, 3000 Huber Road, Seguin, Texas 78155.

VII.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Delegee from participating with regional or state tourism programs or to contract for joint promotion with other agencies.

VIII.

This Agreement shall be governed by and construed under the laws of the State of Texas; however, Delegee further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

IX.

INDEMNITY CLAUSE

The Delegee agrees to and shall indemnify and hold harmless and defend the City of Seguin, Texas, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Delegee, its officers, agents and employees, carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both the Delegee and the City of Seguin, that the indemnity provided for in this paragraph is also an agreement by the Delegee to indemnify and protect the City of Seguin from the consequences of the City of Seguin's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF SEGUIN, TEXAS Attest:

By:_____ _____
Douglas G. Faseler, City Manager

THE FIELDS OF HUBER RANCH, LLC Attest:

By:_____ _____
_____, President