



February 28, 2018

MEMO

TO: Lisa Agnor
City Manager

FROM: Carolyn Howard 
Tourism, Promotions, Marshall Main Street

RE: HOT Funding Contracts for 2018

Attached are eight contracts for use of HOT funding for 2018. Todd Fitts has approved each of them.

The contracts are:

- Michelson Museum of Art
- Marshall Regional Arts Council
- Harrison County Historical Museum
- Josey Ranch
- Caddo Kennel Club
- Marshall Depot
- Canson and Canson – Birthplace of Boogie Woogie
- Elks BPOE #683

Thank you.

The City of Marshall
Convention & Visitors Bureau and Main Street Program
301 N. Washington Marshall, TX 75670
Telephone: 903-702-7777
www.marshalltexas.net



City of Marshall Hotel Occupancy Tax Agreement
January 1, 2018 – December 31, 2018

This sets forth the agreement (“Agreement”) between the City of Marshall (“City”) and Josey Enterprises (Organization”) relating to the use of Hotel Occupancy Tax Funds.

1. Use of Funds

The Organization agrees to use the Funds for the Event/Project described in the Hotel Occupancy Tax Funding Application. The Application from the Organization is on file at the offices of Tourism/Promotions/Convention and Visitors Bureau incorporated herein by reference. The Organization agrees that any Hotel Occupancy Tax funds received can only be used to directly promote tourism and the convention and hotel industry, as is authorized by Chapter 351 of the Texas Tax Code. Specifically, the use of Hotel Occupancy Tax funds is limited to:

- (1) the establishment, improvement, or maintenance of a convention center or visitor information center
- (2) the facilitation of convention registration
- (3) advertising, solicitations and promotions that attract tourists and convention delegates to Marshall
- (4) the encouragement, promotion, improvement and application of the arts – NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording)
- (5) the enhancement of historical restoration and preservation projects
- (6) funding costs in certain counties to hold sporting events that substantially increase hotel activity
- (7) funding transportation systems for tourists

2. General Terms

- (a) Location: The Organization agrees the Event must be located within Harrison County, or in sufficiently close proximity as to reasonably attract tourists to the City of Marshall.
- (b) The City shall pay the Organization 11.08 percent of the seven cent Hotel/Motel Occupancy Tax, not to exceed \$14,000.00 as provided in the 2018 Annual Budget for the City of Marshall pursuant to said statute during the period from January 1, 2018 to

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December 31, 2018. Said payment shall be made up of quarterly equal installments paid to the Organization. A report from the organization shall be submitted to the Tourism and Promotion/Convention and Visitors Bureau (CVB) office by the last day of each quarter in order to receive a payment.

- (c) **Promotional Materials and Sponsorship:** The Organization agrees that any promotional material must contain the City of Marshall Convention & Visitors Bureau logo, which can be supplied by the CVB upon request. The Organization also agrees the CVB must be listed as a sponsor/partner of the event or project. The Organization agrees to provide a copy of all advertisements for the Event/Project. These copies should be sent to the CVB office at 301 N. Washington, Marshall, TX 75670.
- (d) **Audit:** The Organization agrees the City has the right to audit the books or financial records of Organization and further, that the records of its disbursements shall be available at all reasonable times for inspection and audit by the City or its duly authorized agents and/or representatives and said records shall be made available for inspection.
- (e) **Notification requirements:** The Organization agrees to notify overnight lodging establishments in writing of the upcoming Events and provide the CVB with proof of that notification.
- (f) The Organization agrees that the funds received from the City shall be deposited to a special fund and not be deposited to its general checking account. The Organization covenants and agrees that this contract creates a fiduciary duty in the Organization to maintain such funds as received from the City in a manner consistent with the duties and responsibilities of a fiduciary under Texas law.

3. Reporting and Reimbursement

The Organization is responsible for completing a quarterly report that includes information about the Event, the Project, or the status of the Organization's programming and will include information about the use of Hotel Occupancy Tax revenues. The quarterly report is due the last day of each month, and should be submitted to the offices of Tourism and Promotion/Convention and Visitors Bureau at 301 N. Washington, Marshall, TX 75670.

A template of this report is attached and can also be found in the offices of Tourism and Promotion/Convention and Visitors Bureau office at 301 N. Washington, Marshall, TX 75670.

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The Organization must provide receipts for review to affirm that the expenses comply with Chapter 351 of the Tax Code and the City of Marshall Hotel Occupancy Fund Policy.

These reports and receipts can be reviewed by the City of Marshall and the Marshall Convention and Visitors Bureau to determine how well the entity met its goals and be used in consideration of future hotel occupancy tax funding requests. Priority will be given to those events that demonstrate an ability to generate overnight visitors to the City of Marshall. If the Convention and Visitors Bureau determines the Organization’s event/project did not meet the criteria set out in this Agreement, the Convention and Visitors Bureau reserves the right to deny payment of any funds to the Organization.

4. Termination

Either party may terminate this Agreement with or without cause, by giving ten (10) days prior written notice of such termination.

5. Remedies

For any violation of this agreement, the City may require the Organization to return all or part of any money provided under this agreement. In addition, the City reserves any and all remedies available at law, in equity, or under this contract for breach of this agreement.

6. Venue

The venue for any dispute arising out of this Agreement shall be in Harrison County, Texas.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective and appropriate officials on this the ____ day of _____, 2018, to be effective on this date for the term herein provided.

CITY OF MARSHALL, TEXAS

By: _____

City Manager

Date: _____

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Organization

Josey Enterprises

By: _____

Title: _____

Date: _____

