



TOWN COUNCIL REGULAR MEETING

Wednesday, November 19, 2025 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

OBSERVE A MOMENT OF SILENCE/PRAAYER

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 1. Discuss/Approve/Disapprove** minutes of the Regular Meeting held on October 15, 2025.
- 2. Discuss/Approve/Disapprove** Mayor's October 2025 credit Card.
- 3. Discuss/Approve/Disapprove** the September 2025 financials.

ITEMS FOR CONSIDERATION

- 4. Discuss/Approve/Disapprove** request for use of roads by Janelle Weller, Assistant Tournament Director, for the 27th Annual Babes on the Bay Fishing Tournament.
- 5. Discuss/Approve/Disapprove** Ordinance No. 330, An Ordinance Authorizing Holiday Pay/Leave; Repealing Ordinances in Conflict; providing for severance and an effective date.
- 6. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Oysterfest 2026.

- 7. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Chamber of Commerce and Visitor Center.
- 8. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Rockport-Fulton Convention and Visitors Bureau.
- 9. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Texas Maritime Museum.
- 10. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Fulton Mansion State Historic Site.
- 11. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and Aransas County Council on Aging.
- 12. Discuss/Approve/Disapprove** an Agreement Concerning Use of Funds from the Hotel Occupancy Tax between Town of Fulton and ACTS Aviation non-Profit Fund - NCF Houston.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

- 13.** Mayor's Update.
- 14.** The next Regular Fulton Town Council Meeting will be held Wednesday, December 3, 2025, beginning at 6:00 pm.

EXECUTIVE SESSION - PUBLIC NOTICE *is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.*

ADJOURNMENT

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further

information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.

CERTIFICATION

I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Monday, November 10, 2025, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.

/S/ Stephanie Garcia, City Secretary



TOWN COUNCIL REGULAR MEETING

Wednesday, October 15, 2025 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

MINUTES

CALL TO ORDER

PRESENT

Mayor Kelli Cole
Place 2 Chris Garis
Place 3 MaryAnn Pahmiyer
Place 5 Laura McCorkle

ABSENT

Mayor Pro Tem Robert Loflin
Place 4 Margo Nielsen

STAFF PRESENT

Stephanie Garcia, City Secretary
Ty Gerstenberger, Chief
Robert Brake, Sergeant

Mayor Cole called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

Mayor Cole led everyone in the pledges.

OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

No one came forward.

PRESENTATION

1. Presentation to the 100 Club of Aransas County for their support and commitment to our officers.

Mayor Cole asked the 100 Club representatives to come forward. Chief Gerstenberger addressed the representatives and thanked them for their support. He presented them with a plaque of appreciation. The 100 Club is a non-profit organization with the sole purpose of assisting local law enforcement with equipment and items that are not allowed or afforded by their budget. Chief Gerstenberger stated that this is the first active 100 Club he has worked with.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

2. **Discuss/Approve/Disapprove** minutes of the Public Hearing and Special Meeting held on September 22, 2025.

Motion made by Place 2 Garis, Seconded by Place 5 McCorkle to approve the Consent Agenda as presented.

Voting Yea: Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

ITEMS FOR CONSIDERATION

3. **Discuss/Approve/Disapprove** the Memorandum of Understanding between Rockport Fulton Independent School District Police Department and the Fulton Police Department.

Mayor Cole read the item and stated that there were no changes to the agreement other than the dates. There was no further discussion or question.

Motion made by Place 5 McCorkle, Seconded by Place 3 Pahmiyer to approve the Memorandum of Understanding between Rockport Fulton Independent School District Police Department and the Fulton Police Department.

Voting Yea: Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

Council did not convene into Closed Session.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

4. Mayor's Update.

Mayor's Update: Mayor Cole shared with the Council that a third reserve officer was sworn in today to work with the police department. She mentioned the upcoming painting and maintenance to be performed on the pier bathhouse. The Town has purchased two electronic signs that will be hung at the pier and convention center to display information and events. Mayor Cole also shared that David Mayes with the Fulton Volunteer Fire Department passed away. He will be greatly missed. Laura McCorkel informed the Council that the Aransas County Commissioners Court approved the recommendation for a sculpture at Linda Castro.

5. The next Regular Fulton Town Council Meeting will be held Wednesday, November 5, 2025 beginning at 6:00 pm.

Mayor Cole announced the date and time of the next meeting.

ADJOURNMENT

There being no further business, Mayor Cole entertained a motion to adjourn.

Motion made by Place 2 Garis, Seconded by Place 5 McCorkle to adjourn the meeting.

Voting Yea: Place 2 Garis, Place 3 Pahmiyer, Place 5 McCorkle

The meeting was adjourned at 6:13 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary

Hearst Newspapers, LLC DBA San Antonio Express - News Payment Receipt

2025

Payment
Type: Commercial
Account Number: 20074108
Phone Number: 3617295533
Company / Individual: Company
Customer Name: TOWN OF FULTON TX
Customer Address: 201 NORTH 7TH STREET
FULTON, TX 78358
USA
Check Number:
Routing Number:
Payment Method: Credit Card Pymt
Reference Number: *****0064
Date: 10/28/2026
Amount: 1,750.00
Invoice Number: 04686G
Description: SA Express-News
Category: Broadcast
Check Number: P247569
Routing Number:
Notes: PREPAYMENT OF \$1,750 PROCESSED FOR FUTURE ADV



October 7, 2025

Town of Fulton
P.O. Box 1130
Fulton, TX 78358

To Whom It May Concern,

Babes on the Bay is requesting to be put on your Agenda for the November 2025 meeting. We have also requested the use of the Navigation District roads in Fulton, Texas for the 27th Annual Babes on the Bay Fishing tournament.

The tournament will be held on the festival grounds at and inside the Fulton Convention Center Friday, May 15th through Saturday May 16th, 2026. The dates we are requesting for use are the week of May 11-17, 2026.

When you respond, please indicate that you are aware of the event selling alcoholic beverages. Your reply can be sent to me at PO Box 1437, Fulton, TX 78358.

Should you have any questions, concerns, or require additional information, please feel free to contact me any time.

Thank you so much!

Sincerely,

Janelle Weller
Assistant Tournament Director
CCA Texas Babes on the Bay
ccababes@gmail.com
830.998.5989

cc:

John Blaha, Assistant Director, CCA Texas, jdblaha@ccatexas.org, (979)709-1085

ORDINANCE NO. 330

**AN ORDINANCE
AUTHORIZING HOLIDAY PAY/LEAVE; REPEALING ORDINANCES IN CONFLICT;
PROVIDING FOR SEVERANCE AND AN EFFECTIVE DATE**

WHEREAS, the Town of Fulton has promulgated its Personnel Policy for all its employees; and

WHEREAS, said Personnel Policy does not make provision for holiday pay/leave while the Town, for the protection of the health, safety and welfare of the community, requires certain employees to work on designated holidays; and

WHEREAS, it is the desire of the Town Council to make provision for holiday pay/leave for those employees who are required to work on designated holidays.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FULTON:

Section 1. That the Town of Fulton Personnel Policy be amended by adding the following to Compensation, Chapter 5 thereof:

“Holiday pay/leave:

1. All full-time non-exempt employees shall receive eight (8) hours of holiday pay/leave on designated holidays, except on their personal floating days off provided in Chapter 7 hereof.
2. If a full-time non-exempt employee is required to work on a designated holiday, such employee will receive holiday pay/leave provided above. Actual hours worked will be paid at one and one-half (1 ½) times such employee’s regular pay rate.
3. For example: if an employee works five (5) hours on Christmas Day, the employee shall receive holiday pay/leave for three (3) hours and holiday overtime pay for the five (5) hours actually worked calculated at one and one-half (1 ½) times such employee’s regular pay rate.
4. All regular part-time employees, except seasonal part-time employees, shall be entitled to the holiday pay/leave provided for herein.
5. Holiday pay as provided herein shall be applied to any non-exempt police officer.
6. Holiday pay/leave time does not count as hours worked for the basis of calculating overtime eligibility.”

Section 2. Any previously adopted ordinance, resolution, rule, regulation or policy in conflict with this Ordinance is hereby repealed.

Section 3. If any provision, section, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the Town Council in adopting this

Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 4. This Ordinance is effective from and upon its passage.

PASSED AND APPROVED this the 19th day of November, 2025.

TOWN OF FULTON

Kellie Cole, Mayor

ATTEST:

Stephanie Garcia, City Secretary

**TOWN OF FULTON
AND
FULTON VOLUNTEER FIRE DEPARTMENT**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment
Oysterfest 2026**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and Fulton Volunteer Fire Department, Oysterfest Committee, hereinafter called “Recipient.”

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay to Recipient, from money actually received by the Town from local hotel occupancy tax, the sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits from the Oysterfest Celebration.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (see attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$35,000.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

FULTON VOLUNTEER FIRE DEPT.

Kelli Cole, Mayor
Town of Fulton

Cody Morales, Fire Chief

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
ROCKPORT-FULTON CHAMBER OF COMMERCE
AND VISITORS CENTER**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, hereinafter called “Town,” and the Rockport-Fulton Chamber of Commerce and Visitor Center, a private non-profit association, hereinafter called “Chamber,” acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2025, and terminate on September 30, 2026.

SECTION 3. SERVICES TO BE PROVIDED

- 3.1 As authorized under the Act, the Town hereby agrees to pay to the Chamber ***THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)*** of the money actually received by the Town from local hotel occupancy tax. Subject to the terms and conditions herein, the Chamber agrees to expend such funds received for operation of the Visitor Center with the remainder for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.
- 3.2 The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the Town by publishing and distributing brochures and community information packets, by advertising in various, appropriate tourist publications and general media publications, by representing the Town at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the Town, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the Town. The Chamber shall distribute information on all local accommodation establishments that pay hotel occupancy taxes to the Town via an accommodation guide to be updated by the Chamber annually.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 The Chamber shall maintain a separate financial account of the hotel occupancy tax funds received from the Town and may not commingle the funds with any other account. It is understood and agreed by and between the parties that, upon budget approval by the Town, a fiduciary duty is created in the Chamber with respect to expenditure of the revenue provided.
- 5.2 The Chamber shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Chamber for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, only if such expenditures have been previously budgeted and approved by the Town in advance and shown to be directly related to promotion of tourism and the hotel industry. (See Exhibit "A".)
- 5.4 The Chamber shall submit an annual report of activities and provide therein a projected line-item budget to the Town Council for approval that will include itemized personnel costs by singular job descriptions and capital outlay expenses if any. Such report and budget shall be provided no later than June 1st of each year for the next fiscal year.

The budget shall provide a complete financial plan and shall contain the following:

- (1) A budget message explanatory of the tourism/promotional activity contracted, which message shall contain an outline of the plan of the activity and, in the following years, set forth the reasons for the salient changes from the previous year (as applicable) and any major budgetary revisions. Any subsequent budgetary revision exceeding 25% of any line item, or 10% of the entire budget, or \$10,000.00 will require Town Council approval. All items of expenses shall contain detailed narratives as to the basis of the expenditure.
- (2) A consolidated statement of anticipated receipts and expenditures for all funds.
- (3) Anticipated revenues shall be placed in parallel columns and display therein the:

- a) Actual amount for the last completed year;
- b) Estimated amount for the current fiscal year;
- c) Proposed amount for the ensuing fiscal year.

(4) Planned expenditures shall be placed in parallel columns opposite the various items of expenditures and display the:

- a) Actual amount of such items of expenditures for the last completed fiscal year;
- b) Estimated amount for the current fiscal year; and
- c) Proposed amount for the ensuing fiscal year.

5.5 Fiscal quarterly financial reports, on a form prescribed by the Town (See Exhibit "B"), are required to be submitted to the Town Secretary no later than sixty (60) days after the end of each fiscal quarter. These reports shall identify a budget comparison of the hotel occupancy funds received by agreement and the uses thereof as defined in the overall budget. It shall show the amount budgeted for the fiscal year by category item and the actual expenditures of such within the fiscal year quarter being reported. In addition, all administrative expenses shall be reported in detail comparing the current fiscal year expenses projection, the current fiscal year actual expenses and the percent of the fiscal year projection.

5.6 The Chamber shall upon request submit an audited financial report to the Town, showing in detail the disbursement and use of hotel occupancy funds paid to the Chamber pursuant to this Agreement, no later than sixty (60) days after the end of each fiscal year of this Agreement. In addition, the Town reserves the right to request an annual audited financial statement reflecting the financial position of the entire Chamber for the duration of this Agreement. The Chamber agrees to provide a current audit (current defined as no later than the last fiscal year), such copy to be delivered within twenty (20) days upon receiving a request from the Town Secretary or Mayor.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all conditions precedent, the Town Secretary shall remit to the Chamber ***THIRTY-FIVETHOUSAND DOLLARS (\$35,000.00)*** of the hotel occupancy tax receipts in four (4) quarterly payments of ***EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$8,750.00)*** each. The Chamber shall receive its first quarterly payment on the effective date hereof or the date of final execution of this Agreement, whichever is later. Each quarterly payment thereafter shall be made to the Chamber within ten (10) business days after receipt of the required quarterly report, but not sooner than the 31st day after the end of each calendar quarter, and after approval of said report by the Town Council. The Town Council may not approve any quarterly report or portion thereof if it determines that any reported expense in the reporting quarter was an improper use of funds or outside the authorized use of hotel occupancy tax and may reduce subsequent quarterly payments by the amount determined to be improper or unauthorized.

SECTION 7. FORCE MAJEURE – SUFFICIENT FUNDS NOT AVAILABLE

The Town's obligation to make quarterly payments to the Chamber pursuant to this Agreement is contingent upon anticipated receipt of a minimal amount of hotel occupancy tax from the collecting entities within the Town. Based upon this anticipated, budgeted income, the total dollar figure to be paid to the Chamber pursuant to this Agreement was determined. Other agreements have also been made by the Town with local organizations, providing for disbursement of a portion of hotel occupancy tax funds collected. Should it happen, by act of nature or other means outside the control of the Town, that the actual hotel occupancy tax funds received are less than the anticipated and budgeted funds, the Town, upon prior notice to the Chamber, may unilaterally reduce the payment(s) to be made pursuant to this Agreement. Unless otherwise agreed by the Town, any reduction in payments pursuant hereto shall be made from the final (fourth) quarter payment. The Town shall reduce the actual payment pro rata by a percentage of the amount obligated as it relates to the total hotel occupancy tax dollars actually received.

SECTION 8. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated by either party hereto or by its own terms, and unless express agreement is otherwise made, the Chamber shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 9. INDEMNIFICATION

The Chamber agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Chamber, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 10. INSURANCE

The Chamber shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual, and automobile liability coverage with a minimum of not less than \$500,000.00. In addition, workers' compensation insurance coverage shall be provided by the Chamber in accordance with state law.

SECTION 11. TERMINATION

If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days' written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 12. NON-RENEWAL

It is understood and agreed that the Chamber is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 13. NOTICE

All communications required by this Agreement between the Town and the Chamber shall be in writing and addressed to the attention of the Town Secretary, 201 N. 7th Street, Fulton, TX 78358 or to the President of the Rockport-Fulton Chamber of Commerce, 319 Broadway, Rockport, TX 78382.

SECTION 14. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Chamber shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Sections 1 & 5.)

SECTION 15. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Chamber shall not discriminate against any employee or applicant for employment because of an individual’s race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 16. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas, on this ____ day of _____, 20__.

TOWN OF FULTON

**ROCKPORT-FULTON CHAMBER
OF COMMERCE**

Kelli Cole, Mayor

_____, Chair of the Board

ATTEST:

ATTEST:

Stephanie Garcia, Town Secretary

_____, President/Chief Executive Officer

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2015-2016

Description of Expense	Approved Budget	1 st Quarter Expenses	2 nd Quarter Expenses	3 rd Quarter Expenses	4 th Quarter Expenses	TOTAL
TOTAL REQUESTED						

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
TOTALS			

**TOWN OF FULTON
AND
Rockport-Fulton Convention and Visitors Bureau**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and Rockport-Fulton Convention and Visitors Bureau, hereinafter called “Recipient.”

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay to Recipient, from money received by the Town from local hotel occupancy tax, the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)**. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (See attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$5,000.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

**Rockport-Fulton Convention and
Visitors Bureau**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
TEXAS MARITIME MUSEUM**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and Texas Maritime Museum, hereinafter called “Recipient.”

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay the Recipient, from money actually received by the Town from local hotel occupancy tax, the sum of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (see attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$2,500.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

TEXAS MARITIME MUSEUM

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
FULTON MANSION STATE HISTORIC SITE**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and Fulton Mansion State Historic Site, hereinafter called “Recipient.”

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay to Recipient, from money actually received by the Town from local hotel occupancy tax, the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)**. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (See attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditure of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$5,000.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

**FULTON MANSION STATE
HISTORIC SITE**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
ARANSAS COUNTY COUNCIL ON AGING**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called "Town," and Aransas County Council of Aging, hereinafter called "Recipient."

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code ("Act"). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances ("Code").

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay to Recipient, from money actually received by the Town from local hotel occupancy tax, the sum of ***TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)***. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (See attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$2,500.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

**ARANSAS COUNTY COUNCIL
ON AGING**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

**TOWN OF FULTON
AND
ACTS Aviation Non-Profit Fund – NCF Houston**

**An Agreement Concerning the Use of
Funds from the Hotel Occupancy Tax
Single-Sum Payment**

**STATE OF TEXAS §
 §
COUNTY OF ARANSAS §**

This Agreement is made by and between the Town of Fulton, a Texas home rule municipal corporation, hereinafter called “Town,” and ACTS Aviation Non-Profit Fund – NCF Houston, hereinafter called “Recipient.”

SECTION 1. LEGAL AUTHORITY

The Town collects a local hotel occupancy tax as authorized by Chapter 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the Town expends funds collected for the purpose of advertising and encouraging growth of tourism and convention/hotel activity in the Town as outlined in the Town of Fulton Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

Conditioned upon Town Council approval, this Agreement shall become effective on the date signed by Recipient. This Agreement shall continue until Recipient has fulfilled all obligations to account for proper expenditure of hotel occupancy tax funds.

SECTION 3. SERVICES TO BE PROVIDED

The Town hereby agrees to pay to Recipient, from money received by the Town from local hotel occupancy tax, the sum of ***TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)***. Subject to the terms and conditions hereof, Recipient agrees to expend such funds received for advertising and promoting tourism for the out-of-town visitor market from which the hotel industry within the Town derives direct tourist income benefits.

SECTION 4. INDEPENDENT CONTRACTOR

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

SECTION 5. MANAGEMENT OF FUNDS

- 5.1 It is understood and agreed by and between the parties that a fiduciary duty is created in the Recipient with respect to expenditure of the revenue provided.
- 5.2 The Recipient shall maintain complete and accurate financial records of each receipt and expenditure of the hotel occupancy funds and, upon request of the Town Council or other person, shall make the records available for inspection and review during normal business hours, in accordance with the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552).
- 5.3 Hotel occupancy funds may be spent by the Recipient for only those expenditures directly related to the promotion of tourism and the hotel industry in the Town of Fulton.
- 5.4 Recipient shall prepare and file with the Town Secretary a post event financial report, on a form prescribed by the Town (See attached Exhibit "A"), no later than 60 days after the event for which hotel occupancy tax funds were spent by the Recipient. This report shall identify a budget comparison of the hotel occupancy funds received by contract and the uses thereof as defined in the overall budget. It shall show the amount budgeted by category item and the actual expenditures of such. It shall compare the projected attendance and heads in beds from the application submitted prior to the event with the actual attendance and number of heads in beds generated by the event.

SECTION 6. TRANSFER OF FUNDS

Upon compliance with all condition's precedent, the Town Secretary shall remit to the Recipient hotel occupancy tax receipts as follows: **Lump-sum payment - \$2,500.00.**

SECTION 7. RETURN OF FUNDS UPON TERMINATION OF CONTRACT

Should this Agreement be terminated, the Recipient shall remit and return to the Town, with a final accounting thereof, all unused and unspent hotel occupancy tax funds in its possession, within thirty (30) days from the date of such termination.

SECTION 8. INDEMNIFICATION

The Recipient agrees to indemnify the Town, 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, courts costs and attorney fees, for injury to or death of any person, or for damage to any property arising from or in connection with the operations or actions of the Recipient, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 9. TERMINATION

If Recipient is in breach of this Agreement, the Town may terminate the Agreement by

providing ten (10) days' written notice to Recipient to cure the breach. If the breach is not cured within the time provided, the Town Manager or Mayor may immediately declare Agreement terminated.

SECTION 10. NON-RENEWAL

It is understood and agreed that the Recipient is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option under the Act rests exclusively with the Town Council.

SECTION 11. NOTICE

All communications required by this Agreement between the Town and the Recipient shall be in writing and addressed to the attention of the Town's City Secretary, P O Box 1130 or 201 N. 7th Street, Fulton, Texas 78358.

SECTION 12. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Recipient shall at all times comply with the Town of Fulton Code and all the State of Texas Acts. (See Section 1.)

SECTION 13. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Violation of this provision may be regarded as a material breach of this Agreement.

SECTION 14. CONTROLLING LAW

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable state law, the requirements of the law will control and supersede the terms set forth herein.

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, in the Town of Fulton, Aransas County, Texas on this ___day of _____ 20__.

TOWN OF FULTON

**ACTS Aviation Non-Profit Fund
NCF Houston**

Kelli Cole, Mayor
Town of Fulton

_____, _____

ATTEST

ATTEST

Stephanie Garcia, City Secretary

_____ (please print name)

