



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE
CHAMPIONSHIP BASKETBALL, INC. CONCERNING THE USE OF FUNDS
FROM THE HOTEL OCCUPANCY TAX**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is made this 1st day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Championship Basketball, Inc.**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Championship Basketball, Inc. has been allocated **\$10,000.00 (“Reimbursement Amount”)** to be used for the following:

65th Annual Whataburger Basketball Tournament (the “Event”)

- C. **City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Scholarship recipient needs to be a Mansfield resident; purchased items utilized for the Event should be from Mansfield businesses; (ii) Organization must work with the Convention and Visitors Bureau (CVB) on Event; (iii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iv) all media produced from the Event must be provided to the City; and (v) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as**

a method to promote a political campaign, political affiliation, or political position.

SECTION 3. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

SECTION 4. PAYMENT OF FUNDS

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

SECTION 5. INDEMNIFICATION

The Organization agrees to indemnify the City, its officers, agents, employees and City Council 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 to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 6. INSURANCE

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

SECTION 7. TERMINATION

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

SECTION 8. NOTICE

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

SECTION 9. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Organization shall, at all times,

comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

SECTION 10. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Organization 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 11. SEVERABILITY

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

SECTION 12. ENTIRE AGREEMENT

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

SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the _____ day of _____, 2022.

CITY OF MANSFIELD

Michael Evans, Mayor

Troy Lestina, Chief Financial Officer

ATTEST:

Susana Marin, City Secretary

GRANTEE:

Signature

Printed Name

ATTEST:

Signature

APPROVED AS TO FORM:

City Attorney

FOR CITY SECRETARY OFFICE USE ONLY	
Original Sent to City Secretary's Office	_____
Copy Sent to Business Services Department	_____
Copy Sent to Applicant	_____
Copy Sent to Legal Department	_____
Copy to Tourism Department	_____



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE MANSFIELD
COMMISSION FOR THE ARTS CONCERNING THE USE OF FUNDS FROM
THE HOTEL OCCUPANCY TAX**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is made this 1st day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Mansfield Commission for the Arts**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Mansfield Commission for the Arts has been allocated **\$47,100.00 (“Reimbursement Amount”)** to be used for the following:

Fundraising Events: Cultural Arts Festival in Downtown Mansfield (the “Event”)

- C. **City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event; (ii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iii) all media produced from the Event must be provided to the City; and (iv) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as a method to promote a political campaign, political affiliation, or political position.**

SECTION 3. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

SECTION 4. PAYMENT OF FUNDS

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

SECTION 5. INDEMNIFICATION

The Organization agrees to indemnify the City, its officers, agents, employees and City Council 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 to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 6. INSURANCE

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

SECTION 7. TERMINATION

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

SECTION 8. NOTICE

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

SECTION 9. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

SECTION 10. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Organization 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 11. SEVERABILITY

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

SECTION 12. ENTIRE AGREEMENT

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

SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the _____ day of _____, 2022.

CITY OF MANSFIELD

Michael Evans, Mayor

Troy Lestina, Chief Financial Officer

ATTEST:

Susana Marin, City Secretary

GRANTEE:

Signature

Printed Name

ATTEST:

Signature

APPROVED AS TO FORM:

City Attorney

FOR CITY SECRETARY OFFICE USE ONLY	
Original Sent to City Secretary's Office	_____
Copy Sent to Business Services Department	_____
Copy Sent to Applicant	_____
Copy Sent to Legal Department	_____
Copy to Tourism Department	_____



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE PICKLED
MANSFIELD SOCIETY CONCERNING THE USE OF FUNDS FROM THE
HOTEL OCCUPANCY TAX**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is made this 1st day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and the **Pickled Mansfield Society**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The Pickled Mansfield Society has been allocated **\$73,200.00 (“Reimbursement Amount”)** to be used for the following:

The World’s Only St. Paddy’s Pickle Parade & Palooza (the “Event”)

- C. **City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Pickled Mansfield Society Board of Directors must work in good faith with city staff on the details of the Event and have all of the details finalized by the end of 2022, which must be in writing and agreed to; (ii) Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event; (iii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iv) all media produced from the Event must be provided to the City; and (v) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event**

as a method to promote a political campaign, political affiliation, or political position.

SECTION 3. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

SECTION 4. PAYMENT OF FUNDS

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

SECTION 5. INDEMNIFICATION

The Organization agrees to indemnify the City, its officers, agents, employees and City Council 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 to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 6. INSURANCE

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

SECTION 7. TERMINATION

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

SECTION 8. NOTICE

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

SECTION 9. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

SECTION 10. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Organization 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 11. SEVERABILITY

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

SECTION 12. ENTIRE AGREEMENT

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

SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the _____ day of _____, 2022.

CITY OF MANSFIELD

Michael Evans, Mayor

Troy Lestina, Chief Financial Officer

ATTEST:

Susana Marin, City Secretary

GRANTEE:

Signature

Printed Name

ATTEST:

Signature

APPROVED AS TO FORM:

City Attorney

FOR CITY SECRETARY OFFICE USE ONLY
Original Sent to City Secretary's Office _____
Copy Sent to Business Services Department _____
Copy Sent to Applicant _____
Copy Sent to Legal Department _____
Copy Sent to Tourism Department _____



**AGREEMENT BETWEEN THE CITY OF MANSFIELD AND THE LOT
DOWNTOWN CONCERNING THE USE OF FUNDS FROM THE HOTEL
OCCUPANCY TAX**

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is made this 1st day of October, 2022, by and between the City of Mansfield, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its Mayor, and **The LOT Downtown**, a private association, hereinafter called “Organization”, acting by and through its Executive Director.

SECTION 1. LEGAL AUTHORITY

The City collects a local hotel occupancy tax as authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and convention activity in the City as outlined in Title III, Chapter 38 - Hotel Occupancy Tax, Section 38.15 to 38.99 of the Mansfield Code of Ordinances (“Code”).

SECTION 2. TERM OF AGREEMENT

- A. This Agreement shall become effective on October 1, 2022 and terminate no later than September 30, 2023. All funds approved herein must be expended within this time or they are forfeited.
- B. The LOT Downtown has been allocated **\$150,000.00 (“Reimbursement Amount”)** to be used for the following:

2022-2023 Programming at The LOT Downtown (the “Event”)

- C. **City’s reimbursement obligations under this Agreement are conditioned upon Organization’s compliance with the following: (i) Organization must work in good faith with the Convention and Visitors Bureau (CVB) on Event; (ii) Organization must state that the City is a sponsor of the Event and promote the City as such; (iii) all media produced from the Event must be provided to the City; and (iv) political vending may not take place at the Event. For the purposes of this Agreement, “political vending” means a person or entity’s participation, through the use of a booth or by sponsorship, in the Event as a method to promote a political campaign, political affiliation, or political position.**

SECTION 3. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by and between the parties that the Organization is an independent contractor and is not an officer, agent or employee of the City, as a result of this Agreement.

SECTION 4. PAYMENT OF FUNDS

A financial report including copies of invoices and checks or the electronic equivalent for the specific items must be provided to the City of Mansfield prior to reimbursement. The report shall include a cover letter that describes the project and shall include copies of advertisements, postcards, brochures, and any other related documents. Provided Organization has complied with Section 2.C. of this Agreement, City will pay Organization the Reimbursement Amount within thirty (30) days of receiving the financial report and all information required by this section.

SECTION 5. INDEMNIFICATION

The Organization agrees to indemnify the City, its officers, agents, employees and City Council 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 to any person, or for damage to any property arising from or in connection with the operations of the Organization, its officers, agents and employees carried out in furtherance of this Agreement.

SECTION 6. INSURANCE

Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from hotel-motel funds, and shall include the city, employees and officers as additional insured.

SECTION 7. TERMINATION

If the recipient fails to satisfy all of the requirements of this Agreement and any required by applicable law, they shall forfeit any claim to funding contained in this Agreement, this Agreement shall terminate and all, if any, funds paid to recipient shall be repaid to the City.

SECTION 8. NOTICE

All communication required by this Agreement between the City and Organization shall be addressed to the City Secretary's Office at 1200 East Broad Street, Mansfield, Texas 76063 and to the Executive Director or Controlling Officer of the Organization.

SECTION 9. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, the Organization shall, at all times, comply with the ordinances of the City of Mansfield and all applicable laws of the State of Texas.

SECTION 10. PROHIBITION AGAINST DISCRIMINATION

In the performance of this Agreement, the Organization 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 11. SEVERABILITY

It is understood and agreed that in the event any provision of this Agreement is deemed unenforceable, illegal or invalid the remainder of the agreement shall remain in full force and read as if the unenforceable, illegal or invalid provision were not present. If due to the removal of any provision the clear intent of this agreement is frustrated such provision may be modified so as to achieve the clear intent of the parties.

SECTION 12. ENTIRE AGREEMENT

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

SECTION 13. CHOICE OF LAW/VENUE/ATTORNEY FEES.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Mansfield, Tarrant County, Texas on the _____ day of _____, 2022.

CITY OF MANSFIELD

Michael Evans, Mayor

Troy Lestina, Chief Financial Officer

ATTEST:

Susana Marin, City Secretary

GRANTEE:

Signature

Printed Name

ATTEST:

Signature

APPROVED AS TO FORM:

City Attorney

FOR CITY SECRETARY OFFICE USE ONLY
Original Sent to City Secretary's Office _____
Copy Sent to Business Services Department _____
Copy Sent to Applicant _____
Copy Sent to Legal Department _____
Copy Sent to Tourism Department _____