

**AGREEMENT BETWEEN THE CITY OF LEAGUE CITY AND BAY AREA HOUSTON  
CONVENTION AND VISITORS BUREAU FOR MARKETING SERVICES RELATED TO THE  
PROMOTION OF TOURISM**

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THIS AGREEMENT (Agreement), is made and entered into by Bay Area Houston Convention and Visitors Bureau, hereinafter referred to as BAHCVB, having its principal place of business at 913 North Meyer Road, Seabrook, Texas, 77686, and the CITY OF LEAGUE CITY, hereinafter referred to as CITY, having its principal place of business at 300 West Walker Street, League City, Texas, 77573.

**WITNESSETH:**

WHEREAS, the CITY desires to contract for the management and supervision of the tourism programs described herein, as provided in TEXAS TAX CODE §351.101; and

WHEREAS, BAHCVB hereby agrees to perform the management and supervision of the programs hereinafter specified in accordance with the Agreement; and

NOW, THEREFORE, BAHCVB and the CITY do hereby agree as follows:

**ARTICLE 1  
LEGAL AUTHORITY**

Each party warrants that it possesses adequate legal authority to enter into this Agreement and any necessary amendments hereto.

**ARTICLE 2  
APPLICABLE LAWS**

BAHCVB and the CITY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement by the State of Texas.

**ARTICLE 3  
WHOLE AGREEMENT**

The Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE 4  
TERM**

The term of this Agreement shall be for the period, which begins October 1, 2016 and ends June 30, 2019. Either party may at any time and for any reason terminate agreement upon thirty days written notice to the other party. Upon receipt of such notice, BAHCVB shall, unless the notice to the other directs otherwise, immediately discontinue the work. Upon such termination, BAHCVB shall be entitled payment until to the date termination.

## ARTICLE 5 SCOPE OF WORK

The services to be performed by BAHCVB are herewith outlined in Attachment "A" Scope of Services, which is hereby incorporated into and made a part of the Agreement.

## ARTICLE 6 COORDINATION OF MARKETING EFFORTS

BAHCVB and the City shall work together and coordinate their respective marketing activities to avoid duplication of efforts and to increase marketing efficiency. The parties agree to directly notify each other and of any major promotional materials, public campaigns or events impacting member city's. For all events and efforts occurring within the city limits of League City, BAHCVB shall check with the City to determine whether the City or BAHCVB shall take the lead on marketing efforts. In addition, BAHCVB shall identify a staff representative to serve on any tourism committees established under the CITY'S purview.

## ARTICLE 7 PAYMENTS

In consideration of the marketing services provided by BAHCVB, the City shall compensate BAHCVB at a rate equal to fifteen percent (15%) of the respective Hotel Occupancy Tax (HOT) revenues collected by the City. The fifteen percent (15%) rate shall only apply to HOT revenue collected by the City for hotels in operation in League City, Texas as of October 1, 2016. The City shall pay BAHCVB in quarterly installments within forty days after the end of each HOT revenue reporting period.

## ARTICLE 8 REPORTING AND PERFORMANCE MEASURES

BAHCVB shall submit written quarterly reports and quarterly ROI statistics to the City Council of League City at a regularly scheduled Council Meeting. The reports must list the expenditures made by BAHCVB from the funds received from the CITY pursuant to this Agreement and an account of hotel occupancy, collateral, advertisement, and other programs that relate to this Agreement. The reports must also describe the impact that BAHCVB's activities have had on the City to include performance measure data as listed in Attachment 'A.' BAHCVB, as required by the Texas Tax Code, shall maintain all revenue received from the CITY under this Agreement in a separate account established for the receipt and expenditures of these funds. BAHCVB shall not commingle any funds received under this Agreement with other funds of BAHCVB. The CITY retains the right to conduct or have conducted an independent audit of all funds received under this Agreement, which audit may be performed by the CITY's audit staff,

a certified public accountant firm, or other auditors as designated by the CITY. Such audit will be conducted according to state law, regulations, generally accepted auditing standards, and established procedures and guidelines of the CITY.

#### ARTICLE 9 DEFAULT

A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice. If performance has not commenced within 30 days of the receipt of a notice of default, the complaining party may declare the Agreement in default and proceed to seek recovery of any and all damages suffered as a result of such breach.

#### ARTICLE 10 INDEPENDENT CONTRACTOR

The parties intend that BAHCVB, in performing the specified services, shall act as an Independent Contractor and shall have control of the work and the manner in which it is performed. BAHCVB will perform BAHCVB's services for the CITY in accordance with currently approved methods and standards applicable to BAHCVB's business. BAHCVB shall be free to contract for similar services to be performed for other employers while BAHCVB is under contract with CITY

#### ARTICLE 11 INDEMNITY

**BAHCVB AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED OR REQUIRED TO BE PERFORMED BY BAHCVB, ITS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF BAHCVB'S BUSINESS OR ACTIVITIES, OR FROM ANY ACT OR OMISSION BY BAHCVB, ITS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS ON OR ABOUT THE PROPERTY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF BAHCVB, ITS OFFICERS, AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE BAHCVB AND THE CITY, THAT THE**

**INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE BAHCVB TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (1) THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (2) BAHCVB'S ITS AGENTS', SERVANTS', EMPLOYEES', AND/OR SUBCONTRACTORS' JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND THE CITY AGREES TO CROSS INDEMNIFY BAHCVB, FOR CITY'S SOLE NEGLIGENCE AS DESCRIBED ABOVE, TO THE EXTENT PERMITTED BY LAW.**

**ARTICLE 12  
CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal and state law or regulations, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. Otherwise, the parties hereto, may alter or amend this Agreement only by written amendments mutually agreed upon by BAHCVB and the CITY.

**ARTICLE 13  
ASSIGNMENT AND SUBCONTRACTING**

BAHCVB may not sell, assign, or subcontract, all or part of its interest in this Agreement to another party or parties without written approval of the CITY of such sale, assignment, or subcontract. The CITY may require any records or financial statements necessary in its opinion to ensure such sale, assignment, or subcontract will be in the best interest of the CITY.

**ARTICLE 14  
WAIVER**

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder, to exercise any right or remedy occurring as a result of any future default or failure of performance.

**ARTICLE 15  
SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 16  
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLES 17  
NOTICES

All notices required by this Agreement shall be delivered in person or by United States mail, postage prepaid, and shall be addressed:

To BAHCVB:  
Bay Area Houston Convention and Visitors Bureau  
Attn: Pam Summers  
913 N. Meyer Road Seabrook, TX 77586

To CITY:  
City of League City  
Attn: Communications Director  
300 West Walker Street  
League City, TX 77573

ARTICLE 18  
VENUE

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Galveston County, Texas.

*(signature blocks on next page)*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BAY AREA HOUSTON CONVENTION AND VISITORS BUREAU**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print) Name, Position

**CITY OF LEAGUE CITY**

\_\_\_\_\_  
(Name, Position)

## ATTACHMENT "A"

### SCOPE OF SERVICES

During the term of this agreement, Bay Area Houston Convention and Visitors Bureau agrees to provide the following services to the City:

#### I. MARKETING AND COMMUNICATIONS

##### a. BAHCVB will:

- i. Develop a public relations plan outlining objectives, tactics, messaging, and priorities to promote Bay Area Houston (and its member cities).
- ii. Structure a comprehensive regional marketing program (i.e., social media, print, internet, radio, and/or TV media outlets) to advertise, promote and publicize Bay Area Houston to enhance convention, business and leisure travel to the Bay Area.
- iii. Target business/meeting sector utilizing digital and social media outlets, as well as industry specific trade publications and listings.
- iv. Offer its members sponsored content and co-op advertising opportunities.
- v. Maintain an internet presence with an online booking engine that includes all hotels within member cities.
- vi. Maintain updated listings of all appropriate restaurant/retail/entertainment establishments and events, as provided by members.
- vii. Provide member cities with a dedicated page on BAHCVB website dedicated to the City, in which, they have the option to provide contact info, website address, photo, logo, and marketing copy.
- viii. Distribute press releases for events, articles of interest, and announcements relevant to the visitor destination industry, upon request. Press releases will be sent to the appropriate target market, gleaned from a distribution list that includes 300 qualified media outlets located throughout the drive market, the state, and the shoulder regions.
- ix. Distribute calendar listings of events (as provided by members) to statewide print and website media outlets.

#### II. COLLATERAL

a. BAHCVB will:

- i. Develop, print, and distribute 40,000 regional visitors' guides, including listings for all regional accommodation properties, major visitor attractions, and key public events.
- ii. Offer advertising opportunities to industry partners in BAHCVB collateral (does not include digital distribution).
- iii. Develop, print and distribute 100,000 regional fun maps, with advertising opportunities for industry partners. Maps will be distributed to Greater Houston hotels, attractions, airports, visitor centers, and Texas Welcome Centers.
- iv. Develop and distribute meeting planner resource packets, as needed, to include listings for regional meeting space facilities as provided by the members.

III. CONVENTION AND BUSINESS MEETING OUTREACH INITIATIVES

a. BAHCVB will:

- i. Participate in appropriate tradeshow, networking opportunities and sales calls with targeted meeting and business sectors, and host site visits of regional facilities.
- ii. Meet with regional hotel partners to determine how BAHCVB can best support business and meeting outreach initiatives.
- iii. Pursue convention, meeting, consumer show, and trade show business for available facilities in member cities.

IV. BRAND DEVELOPMENT

a. BAHCVB will:

- i. Coordinate with member cities on branding of Bay Area Houston and how to incorporate City brands and promotional efforts with BAHCVB marketing initiatives.
- ii. Distribute member city's collateral (as provided by member) at no cost to members to all leads generated by advertising and public relations programs.
- iii. Provide a hospitality training/education event each year to benefit partners, members and affiliates.
- iv. Provide regional representation at a minimum of eight exhibitions throughout targeted visitors market, offering members the chance to participate when appropriate.

V. INDUSTRY REPRESENTATION

a. BAHCVB will:



- i. Exert reasonable efforts to conduct regular (i.e., four per year) visitations with hotel management at their properties.
- ii. Fund membership and actively participate in the Texas Hotel & Lodging Association and its programs to ensure advocacy for the travel and hospitality industry within our region and member cities.
- iii. Represent the region in state and national travel and hospitality, travel and meetings trade organizations, including Texas Travel Industry Association, US Travel Association, Texas Association of CVBs, Destination Marketing Association International, SKAL, Women in Film and Television-Houston Chapter, and others.

## VI. ACTIVITY AND PERFORMANCE MEASURES

- a. Leads (include confidential/internal leads)
  - i. Referrals: 10,000 to industry partners (minimum of 25% leads must be for each member city)
  - ii. Consumer information requests: 80,000 print and electronic (minimum of 20% of information requests for each member city)
  - iii. Convention sales leads for Bay Area Houston Properties: 800 (minimum of 20% of sales leads must be for each member city)
- b. Hotel room nights. (Directly/Indirectly)
  - i. Number of bookings: 3,000 room nights through business, meeting, group traveler leads reported monthly to each city (minimum of 20% of room nights must be for each member city)
  - ii. Room booked revenue: minimum of 20% of booked revenue for each member city
- c. Marketing and Communications
  - i. Total reach: 30 million
  - ii. Regional marketing program gross impressions: 25 million
  - iii. Generate 250 travel articles about Bay Area Houston as a tourist destination
  - iv. Targeted business/meeting sector media gross impressions: 300,000
  - v. Social media
    - 1. Number of total likes/followers: 25% increase from prior year
    - 2. Number of engaged users: 25% increase from prior year
  - vi. BAHCVB Website:
    - 1. Generate 250,000 unique website visitors (verified with Google Analytics)
    - 2. Average length of session: 1:30
    - 3. Number of clicks to member city websites: 50% increase from prior year
  - vii. Press Releases:
    - 1. 24 press releases per year (minimum of 25% of press releases must directly mention each member city)
    - 2. 12 media inquiries per year

- viii. Events:
  - 1. Generate two events per year with member city involvement; event should focus on Bay Area Houston
- ix. Calendar Listings: 144 events calendar listings distributed statewide (outside the distribution of member cities)
- d. Conventions and Tradeshow.
  - i. Tradeshow attended/exhibited: 8 per year
  - ii. Number of confirmed convention bookings: 8 per year

## VII. REPORTING AND ACCOUNTABILITY

- a. BAHCVB will:
  - i. Provide quarterly comprehensive reports to each member city that details regional progress toward each topic outlined in the scope of services. Information will be reported on a regional level and will include an assessment of how BAHCVB efforts have enhanced travel and tourism for each member city. Reports will include:
    - 1. Overview of BAHCVB marketing goals and objectives accomplished.
    - 2. Summary of activity and performance measures and impact to each member city
    - 3. Hotel room nights. Room nights will be calculated according to CVB and industry standards.
    - 4. Direct visitor spending.
    - 5. Income and expenditure statements detailing balances and expenses including a comparison of actuals to budget and current year actuals to prior year actuals.
    - 6. Events generated, facilities held at
    - 7. Actual hotel and motel room nights along with estimated economic impact for regional events and/or activities to include an assessment of direct and indirect impact to member cities.
    - 8. Assessment of advertising types most effective throughout quarter
      - a. Total number of media placements
      - b. Total value of media placed
      - c. Total media circulation numbers
      - d. Total number of gross impressions
      - e. Website traffic (i.e., unique visitors, page views, click-throughs, average session length)
      - f. Publications by travel writers
    - 9. Convention, event and tradeshow activities
  - ii. Review our annual program with the Texas Hotel & Lodging Association for expert evaluation that all activities and scope of services are within the legal bounds of Texas hotel occupancy tax revenues usage legislation.
  - iii. Assist member cities in conducting research relating to marketing efforts and initiatives.