

**Responses to Comments Made During Public Comment for Item #13 at the October 1, 2019 City Council Meeting**

#	Jim Hooper's Comments	Staff's Comments	Recommended Action
1	Term - Given history of compliance issues and changes in CEO, why 5 years? Do a one year and let the new CEO build a long term plan.	<p>This agreement included significant changes. To make the CCCVB comfortable with accepting these changes, we likely need a term longer than one year, so that the CCCVB know that the agreement will continue into the future. CCCVB specifically requested the 5 year term.</p> <p>It will also be difficult for the CVB to recruit a new CEO to a position if the term of the contract is any less than 5 years.</p>	None
2	Section 1. Scope of Services para.01 is silent on CVB 's role wrt duties and responsibilities under CC City Mun Code Chap 36, Art III spec. designation as "Corpus Christi Film Commission" (Description goes well beyond acting as "liaison" para 1.01.(J), e.g., permitting, collection of fees.)	<p>The CVB's role as the Film Commission was handled by ordinance and has never been part of this agreement. We could add this to the scope, but there is more flexibility in leaving this as covered by ordinance. If Council wishes to change it's Film Commission, it can do so without the need to amend an agreement.</p> <p>If changes to the Film Commission are desired, then the agreement would need to be changed as well.</p>	Change "liaison" to "agent."
3	Relationship with CC CVB Heritage Society, specifically Audit Recommendation Section F(I) wrt HOT Revenue Usage not specifically addressed. Spec reimbursement by Heritage Society to CC CVB for indirect and direct costs the CVB incurs on behalf of the CVB(-eommendation included development of a procedure for tracking, reimbursement, and reporting of such costs	The Heritage Society is 1.02, 2.09, and 3.01 as a sub-recipient, which requires the CCCVB to have a written agreement with the Heritage Society, which must include the right of the City to audit its records, etc.	None.
4	Section 2. Appropriations and Audit: Revenue and Costs associated with CC CVB actions as the CC Film Commission. Reported where? HOT funds determination?	All CCCVB revenue is included in the reporting. The revenue from CC Film Commission is minimal and is required to be reported.	Film Commission Revenue totaled \$525 over the past 5 years. That revenue is not retained by the CVB. The CVB collects the funds on behalf of the City and should, in turn, pay the City's Parks and Recreation Department. The Parks and Recreation Department will begin collecting the \$25 permitting fee.
5	Section 3. Records Who owns records? CC CVB or the City? Work products created under the agreement.	CCCVB owns the records, but must provide City access to any records for purposes of auditing. City has access to all CCCVB records related to its use of City funds, which is the vast majority of the CVB budget. Is there a good reason for the City to need to take ownership of these records?	None. 3.01. The accounting and financial records of the convention and visitor fund held by the CCCVB must be maintained in a format approved by the City's Director of Finance and must be available for inspection and copying by the Director, and the Director's duly authorized agents and representatives during regular business hours of the CCCVB. Records must be maintained for at least five years after the expiration or termination of this agreement. The CCCVB shall include this language in all contracts with sub-recipients.

6	Para 5.01 Customary to identify a document delivery, review period, and revision timeline.	July 31 to provide Business Plan; September 30 to approve.	None. The current contract provides a two month review process.
7	Section 6. Change 6.01 to read: All of the services provided by the CCCVB under this agreement [which are funded using HOT revenues] must be in conformity .... Will permit use of non-HOT funds for activities not within fundable within HOT guidelines.	Very little of the CCCVB's budget is non-HOT funds. The CCCVB receives no non-HOT funds under this agreement, so all services under this agreement should be HOT eligible.	None, all services covered under this agreement should be HOT eligible. The CVB is allowed to engage in business outside of its service agreement with the City of Corpus Christi.
8	Section 9. Suspension and Termination Title line spelling Termination	Spelling error has been corrected. We will update the document will Legistar.	This was identified after publishing and was corrected for the signature version.
9	Para 9.01 discusses continuing to pay continuing to fund salaries. Does CC CVB have "employees"? Zero W-2s reported on IRS Form 990. Are CC CVB staff/ICs or hired by a labor service company?	CCCVB employees are leased employees through Unique HR. They are employees of both the CCCVB and Unique HR per the CVB employee handbook. Unique HR handles payroll and tax issues, including withholdings and W-2s.	Add the term "leased employees."
10	Para 9.06 Upon expiration or termination CC CVB should provide all work products created with funding by the City, including databases, creative products.	Benchmarking how other CVB's address this.	Intellectual property section added to contract.
11	Intellectual property: Fundamental issue - Work products developed under this agreement are the property of the City and the City grants to CCCVB a limited license for use. As written, relationship is reversed.		