

AMENDED AND RESTATED
MANAGEMENT SERVICES AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI
AND
CORPUS CHRISTI AREA CONVENTION & VISITORS BUREAU

This Amended and Restated Management Services Agreement (the "Agreement") is executed by and between the City of Corpus Christi, Texas, a municipal corporation ("City") and the Corpus Christi Area Convention & Visitors Bureau ("CCCVB"), a private, Texas nonprofit corporation organized for the purpose of promoting convention and visitor activity in the Corpus Christi Bay area.

WHEREAS, the City desires to attract more visitors and conventioners to Corpus Christi;

WHEREAS, the City benefits directly by increased sales tax and hotel and motel occupancy tax income developed by visitors and conventioners;

WHEREAS, the City benefits indirectly through the economic activity of visitors and conventioners who come to our City; ~~and~~

WHEREAS, the CCCVB has professional personnel who are trained and experienced in the field of visitor and convention promotion, and the City desires to continue the professional promotion and advertising service through a contractual arrangement with CCCVB; and

WHEREAS, the City and the CCCVB most recently entered into a management services agreement on October 15, 2019, and the Parties now wish to amend the agreement to better meet the needs of both entities through this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES.

1.1. The CCCVB shall, in accordance with the organization's mission, drive overnight visitors to Corpus Christi. Specific activities required include:

- (A) Lead attraction and support of meetings, conventions and tradeshow within Corpus Christi, including the following specific activities:
 - a. solicit various organizations and associations to conduct meetings/conventions/tradeshow within Corpus Christi year-round;
 - b. utilize various advertising/marketing techniques to promote City of Corpus Christi as a desirable year-round meeting and convention destination;
 - c. provide support services to meetings and conventions in Corpus Christi;
 - d. focus efforts on the City's Convention Center;
- (B) promote the City of Corpus Christi as a year-round, leisure tourism destination;

- (C) design and implement an advertising campaign with state, national, and international coverage to feature Corpus Christi as an attractive location for tourism;
- (D) support special events that will create overnight visitors;
- (E) maintain high quality, updated website and printed materials for visitors;
- (F) serve as main point of information for inquiries related to tourism and convention-related business that brings visitors to Corpus Christi lodging facilities;
- (G) operate visitor information center(s);
- (H) research and advise the City on projected growth of tourism and convention-related business to assist City planning efforts, including expanding segments of the industry, such as sports tourism, cultural tourism and nature tourism;
- (I) provide feedback to City, as requested, to facilitate policy decisions made in the interest of tourism promotion;
- (J) act as an agent on behalf of the City in its relationships with the music and film industries and adhere to the role prescribed to the Corpus Christi Film Office at the Corpus Christi Convention and Visitors Bureau in the City Code of Ordinances Chapter 36, Article III;
- (K) perform all responsibilities of tourism and marketing;
- ~~(L) perform additional duties as agreed upon by both parties which are consistent with the organization's mission statement such as the Memorandum of Agreement for the exploration of opportunities to expand tourism and economic development relationships with the Corpus Christi Sister Cities.~~

1.2. The CCCVB shall enter into separate written sub-recipient agreements with all entities receiving Hotel Occupancy Tax ("HOT") funds from the CCCVB for events. For the purposes under this Agreement, a sub-recipient is an organization sponsoring an event which would constitute a HOT-eligible project.

1.3. The CCCVB may host special events in the City that will create overnight visitors, so long as such events are eligible uses of HOT funds. The CCCVB or an affiliated entity may accept donations from private entities for such events, and all such donations and other revenues shall be documented on the books and records maintained under the control of CCCVB for use by the CCCVB or its affiliated entity for HOT-eligible projects.

1.4. The purchase of any goods and services with funds provided by the City under this Agreement shall be conducted in a manner that assures the City that the funds are being spent prudently and in a manner to get the best benefit to serve the above purposes. Any goods or services with a cost exceeding \$50,000 for which more than one source exists and that are not specified for particular marketing or entertainment purposes shall be purchased through a competitive process. Purchases under \$50,000 will be conducted using sound purchasing procedures such as solicitation of informal quotes from multiple providers for purchases greater than \$5,000 for which more than one source exists and that are not specified for particular marketing or event-quality purposes. For example, nothing in this section shall require the CCCVB to choose performers, advertising locations or media, or similar strategic items on the basis of low price. The CCCVB staff shall, within 90 days of the Effective Date, meet with the City's Contracts and Procurement Department to discuss the City's purchasing policies and the policies that might be appropriate for the CCCVB. The City may require additional training as appropriate.

1.5. The CCCVB shall promote events and attractions that draw visitors into lodging facilities in the City of Corpus Christi. Any promotions or activities that include regional events or attractions must be conducted in accordance with a Business Plan approved by the City, in accordance with direction from City Council. Any HOT funds received from the City must be used in a manner that is aimed at increasing hotel occupancy within the City and that complies with all laws related to the use of such funds.

2. APPROPRIATIONS AND AUDIT

2.1. The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council; that each fiscal year's funding must be included in the budget for that year; and the funding is not effective until approved by the City Council. If funds for this Agreement are not appropriated in the budget for any fiscal year, this Agreement shall automatically terminate.

2.2. The CCCVB must maintain revenue provided under this Agreement in a separate account established for that purpose and may not commingle funds received from the City in such account with any other funds. The CCCVB may periodically draw from such account for deposit into its operating account in order to make expenditures for HOT-eligible purposes and projects.

2.3. Expenditures exceeding the total budgeted amount must be paid from clearly identified funds of the CCCVB.

2.4. Interest earned on funds contributed to the CCCVB by the City must be clearly identified, credited, and reflected on the books as resulting from the investment of the funds and the interest earned must be available for the CCCVB use within the convention and visitor fund account.

2.5. Parties agree that receipt of these funds creates a fiduciary duty of the CCCVB.

2.6. The CCCVB shall provide an independent audit for expenditures of funds allocated under this agreement for each year based on a fiscal year ending September 30. The CCCVB shall retain copies of the annual independent audit indefinitely.

2.7. Accounting records and the necessary independent audits must conform to the accounting standards as promulgated by the Financial Accounting Standards Board or any other relevant accounting agency and to the requirements of applicable state law, so as to include a statement of support, revenues, expenses, and balance sheets for all funds. Any reports and audits must be signed by management of the CCCVB.

2.8. An independent audit of the CCCVB's expenditures and revenues during the previous fiscal year performed by a Certified Public Accountant under Generally Accepted Accounting Principles must be submitted to the City Manager within 120 days after the end of each fiscal year that this Agreement is in effect. To be considered independent, the audit must be performed by an entity that does not supply other accounting services to the CCCVB and that is not otherwise affiliated with the CCCVB.

The City shall have the right during each calendar year or fiscal year to authorize an audit of CCCVB's records pertaining to its revenues and expenditures of HOT funds allocated under this agreement. Such audits shall be undertaken by City's staff or a firm of certified public accountants satisfactory to City. The cost of such audit shall be paid by City. The CCCVB shall include this audit provision in all contracts with any sub-recipients of HOT funds for the sole purpose of confirming the use of any HOT funds provided. The CCCVB shall maintain records received from each of such sub-recipients confirming the proper use of any HOT funds provided.

2.9. CCCVB's fiscal year runs from October 1 through September 30.

3. RECORDS.

3.1. 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.

3.2. Pursuant to Senate Bill 943, which will go into effect on January 1, 2020, the CCCVB understands that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the CCCVB agrees that the Agreement can be terminated if the CCCVB knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with Subchapter J, the CCCVB will:

- (A) preserve all contracting information related to this Agreement in accordance with Section 3.01 above;
- (B) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the CCCVB on request of the City; and
- (C) on termination of the Agreement, either provide all contracting information related to this Agreement to the City at no cost, or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

3.03 The CCCVB will develop a methodology that it considers appropriate to measure event and program success. For events and programs that require significant financial commitment or staff time, the CCCVB will develop procedures on how to account for event success through project accounting. Project accounting will include the following elements:

- (A) use of group account codes in the financial records to identify transactions by activity, internal or external,
- (B) include project specific transactions, with projected revenues and costs (direct and indirect), assets and liabilities identified, and allocated to the project, and
- (C) creation of a reporting system that tracks resources utilized in engaging in an

activity and communicates the level of event success.

4. PERFORMANCE MEASURES.

4.1. Performance of the CCCVB under this Agreement is based on the following:

- (A) an annual set of performance measures.
- (B) HOT earned for a particular fiscal year if the amount of the City's 7% portion of the HOT earned and received by City for that fiscal year meets or exceeds the minimum threshold of \$10,000,000, subject to adjustment each year.
- (C) The CCCVB will propose the annual set of performance measures and any adjustment to the minimum HOT threshold by July 31 of each year. The City Manager, or designee must approve the final set of performance measures and any adjustment to the minimum HOT threshold, with such approval expected to occur prior to September 30 of each year.

5. REPORTS.

5.1. Business Plan: By July 31 of each year the CCCVB shall provide City Manager with a Business Plan that outlines the overall goals and objectives of the CCCVB. The Plan must describe the plan of action for the upcoming year, including strategic segments; a line item budget; and significant initiatives. The Business Plan must include annual performance measures that are approved by the City and be in substantially the format attached hereto as Exhibit B. Opportunities to promote City-funded venues must be specifically identified and included in the Business Plan. Other information necessary to describe the CCCVB's efforts must be included, as well.

5.2 Quarterly HOT Expenditure Reports: The CCCVB shall provide written quarterly reports to the City on expenditures of HOT funds, in accordance with Tax Code §351.101 (c). All reports must be signed by CCCVB management and provided 30 days following the end of the quarter

5.3. Quarterly City Council Presentations and Report: The CCCVB shall provide a presentation and report to the City Council at least quarterly on the activities and work accomplished to include all annual performance measures, status of HOT revenue, and highlights from the year. The CCCVB will coordinate with the City to choose the appropriate dates to present the reports to City Council; provided that, in the event the City does not provide dates quarterly for a personal presentation of the report such shall not be deemed a default by the CCCVB if the CCCVB provides the information to the City-appointed contract manager in writing.

5.4. Annual Written Report: The CCCVB shall provide a written report annually on the outcomes of the performance measures for the previous year. The Annual Report is due within 60 days after the end of each fiscal year while this Agreement is in effect.

5.5 The Annual Audit: The Annual Audit referenced in Section 2.08 shall be provided promptly upon completion but in any event within 120 days after the end of each fiscal year.

6. CONDUCT OF SERVICES

6.1. All of the Services provided by the CCCVB under this Agreement must be in conformity with the purposes for which the HOT revenues may be expended as authorized in the laws of the State of Texas.

7. BOND.

The officers and employees, including leased employees, of the CCCVB designated to withdraw funds from the convention and visitor fund must be covered by a blanket fidelity bond in a penal sum of \$100,000. The bond must be provided by CCCVB, issued by a corporate surety designating CCCVB as named insured, the City as an additional named insured, and in the form approved by the City Attorney.

8. COMPENSATION.

8.1 HOT Share: The City agrees that for the convention and visitor services performed by the CCCVB under this Agreement, the City shall pay the CCCVB annually the sum of 44% of the City's 7% HOT receipts received by the City ~~for the CCCVB's current fiscal year, but specifically excepting all HOT receipts received by the City that are generated from any and all districts of the Schlitterbahn Beach Country project described in the Chapter 380 Economic Development Incentive Agreement Between the City of Corpus Christi, Texas and Upper Padre Partners, LP and North Padre Waterpark Holdings, LTD approved by the City Council by Resolution No. 029487 on May 22, 2012 ("Schlitterbahn"), divided into monthly payments described in Section 8.03 in the current fiscal year.~~ The amount to be paid to CCCVB is referred to in this Agreement as the Contract Amount.

~~8.2 HOT Trigger of Renegotiation: Should HOT receipts received by the City for the twelve months ending March 31 in any year fall below \$10,000,000, the Contract Amount for the following fiscal year will be renegotiated to a lower amount in order to assure that the City can continue to meet its other obligations with HOT funds, based on the amount by which the HOT receipts fell below \$10,000,000. Subject to force majeure, if the HOT receipts received by the City for the next twelve-month period ending March 31 also fall below \$10,000,000, the City may terminate this Agreement at the end of the then-current fiscal year by providing at least 60 days written notice of termination. Each of the above amounts must be calculated based upon the amount of City HOT receipts received by the City, excluding the two percent increase adopted in 1999 for convention center expansion and revenues authorized to clean and maintain public beaches by Chapters 156 and 351, Texas Tax Code.~~

8.2. Annual HOT Revenue Budget: The annual budget set for coming fiscal year will be developed between CCCVB and city Budget Department and will be based on prior year actual HOT collections and budget forecasting modeling.

8.3. CCCVB Annual Budget Approval: CCCVB will present the budgeted uses of Hotel Motel tax to the City Council for approval annually prior to the adoption of the City's

operating budget.

8.4. Payment Schedule: During the term of this Agreement, the City shall pay ~~to CCCVB a sum equal to one-twelfth of the annual amount payable to~~ CCCVB for the convention and visitor services provided under this Agreement on or about the first of each month; ~~provided however, the City Manager is authorized to alter the payment schedule to increase payments early in the year if the payments are justified by documentation provided by CCCVB. The amount paid on or about the first of each month will be an amount equal to the HOT share collected, as defined in section 8.1, from two months prior to the payment as illustrated in table below. In the case that the HOT share is expected to exceed the budgeted amount, a budget amendment will be presented to City Council to allow for the payment of collections in excess of the budgeted amount.~~

HOT collected by City	HOT Share paid to CCCVB
August 30	October 1
September 30	November 1
October 30	December 1
November 30	January 1
December 30	February 1
January 30	March 1
February 30	April 1
March 30	May 1
April 30	June 1
May 30	July 1
June 30	August 1
July 30	September 1

8.5. Force Majeure: If the CCCVB or the City is prevented, wholly or in part, from fulfilling its obligations under this Agreement by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, other causes of force majeure, or by reason of circumstances beyond its control, then the obligations of the CCCVB or the City are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

9. SUSPENSION AND TERMINATION.

9.1 Suspension: The City may summarily suspend this Agreement with pay continuing to fund the salaries and basic operations of the CCCVB, if the CCCVB breaches its obligations hereunder and fails to cure such breach within sixty days after receiving written notice of suspension. The City shall promptly apprise CCCVB of the basis for suspension. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure CCCVB 's future compliance. Grounds for such suspension include, but are not limited to the following:

- (A) Failure to abide by any terms or conditions of this Agreement;
- (B) Failure to keep and maintain adequate proof of insurance as required by this Agreement;
- (C) The violation of City, State, or federal laws by CCCVB as a result of the commission and conviction of a crime of moral turpitude.

9.2 Termination Defined: For purposes of this Agreement, " termination" shall mean termination by expiration of the Agreement or earlier termination pursuant to any of the provisions hereof.

9.3 Termination for Cause: Upon written notice, which notice shall be provided in accordance with Section 12.04, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (I) or more of the following events:

- (A) the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval;
- (B) ceasing operations for a period of time exceeding twenty (20) days;
- (C) the expenditure of HOT on gratuities in the form of hosting and amenities offered or given by CCCVB outside reasonable industry business practices in excess of nominal value or otherwise not previously approved by the City, or by any agent or representative of CCCVB, to any officer or employee, including a leased employee, of the City, County, State or any business prospect with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; and
- (D) failure to cure cause of suspension.

9.4 Defaults with Opportunity for Cure: Should CCCVB default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. The City shall deliver written notice of the default, specifying in detail the matter(s) in default. The CCCVB shall have sixty (60) calendar days after receipt of the written notice, in accordance with Section 13.4. If CCCVB fails to cure the default within such thirty-day cure period, the City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as the City deems appropriate. The following actions are defaults that may be cured by CCCVB:

- (A) performing unsatisfactorily as evidenced by failure to make adequate progress to meet CCCVB's pre-determined benchmarks for success, as outlined in the annual Business Plan;
- (B) failing to perform or failing to comply with any material term or covenant herein required as determined by the City;
- (C) bankruptcy or selling substantially all of company's assets; and
- (D) gratuitous expenditures made in hopes of securing favorable contracts.

9.5 Termination by Law: If any State or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as

of the effective date of such prohibition.

9.6 Upon the effective date of expiration or termination of this Agreement, CCCVB shall cease all work being performed by CCCVB or any of its subcontractors on behalf of the City.

9.7 Regardless of the method by which this Agreement is terminated, CCCVB agrees to provide a provisional period of termination for a period not to exceed two months upon the City's request. During such provisional period, CCCVB will receive adequate percentage payments of HOT, to be distributed in accordance with Section 8.1 and 8.3, to continue to provide services as provided for, and for which it will be compensated, under this Agreement.

10. BOARD OF DIRECTORS

10.1. The affairs of the CCCVB shall be governed by a board of directors ("Board"), which must be composed of ~~17~~ 24 members, 17 of which are voting members, with 13 of which are selected directly by the City Council of the City. Those members must be representatives of the following groups:

3 members from the lodging industry;

3 members from the attraction industry;

2 members from the restaurant industry;

5 members from the community at large (appointed by City Council);

The Mayor, or their designee;

The City Manager, or their designee;

The General Manager of the Corpus Christi Hooks; and

The Director of the Corpus Christi International Airport.

10.2. The City Council will appoint a representative from the Port of Corpus Christi Authority and a representative from the Regional Transportation Authority to serve as ex-officio advisory non-voting members. The CCCVB may appoint additional ex-officio advisory, non-voting persons to assist its board of directors in fulfilling its obligations.

10.3 The City Manager, or their designee, and Mayor, or their ~~designees~~ Council designee, will serve as voting members of the Executive Committee of the Board.

10.4. Appointments to the Board will be for staggered, two-year terms. Current members of the Board may serve until their current terms expire. No person may serve as a voting member of the Board for a period longer than six years consecutively, unless the service

is required by virtue of the person's position or title or to complete an unexpired term.

10.5. The CCCVB ~~may~~will make recommendations to the City Council for lodging, attraction and restaurant industry and community at-large directors as directors' terms expire but the CCCVB always shall nominate one more individual per category than the total number of positions available. ~~The City Council will provide serious consideration to the Board's recommendations but is not restricted to select members submitted by the CCCVB or any other group. The members from the community at large appointments~~ Appointments will be made by City Council ~~in its sole discretion without~~from the provided list with consideration of nominations by the CCCVB Nominations and ~~may be City Council members, City staff or officials, or residents of the City~~Executive Committees and Board.

10.6. Unexcused absences from more than 25 percent of regularly scheduled meetings during a term year must result in an automatic vacancy, which vacancy for lodging, attraction, restaurant industry and community at-large directors must be promptly reported to the City Council. The CCCVB Nominations Committee and Board shall go through the process outlined in 10.5 prior to the next scheduled board meeting to make new recommendations for the vacant position. An absence must be unexcused unless excused by the board for good cause no later than its next meeting after the absence. Any member, otherwise eligible, may not be precluded from reappointment by reason of the automatic vacancy.

10.7. The CCCVB's Board of Directors may establish those standing committees it deems necessary. The Board is authorized to and must employ a President/Chief Executive Officer to exercise day to day management and administration of the CCCVB.

10.8. The Board of Directors will operate under bylaws which must be consistent with the terms of this Agreement. The current bylaws are attached hereto as Exhibit C. Any changes to the bylaws must be presented to the City Council for approval ~~Manager~~ at least 60 daystwo weeks prior to their effective date. ~~If changes to the adoption of the bylaws~~ by the Board of Directors. The City Manager may reasonably object to changes that are not approved by City Council within the 60-day period, they shall not be effective until approved by City Council consistent with this Agreement prior to the Board meeting for approval of the changes. The Board of Directors may approve rules of procedure to govern the conduct of its meetings, which will not require City Council approval.

The CCCVB agrees that meetings of its board of directors must be open to the public, and the meetings may be closed only when the board determines that an executive session is necessary for the purpose of discussing agenda items that may be discussed in closed session in accordance with the Texas Open Meetings Act or proprietary information that typically would not be public under the Texas Public Information Act. A copy of the agenda for each meeting of the Board shall be provided to the City Secretary at least 72 hours prior to the meeting. Description of the agenda items shall be sufficient to provide advance notice of the items to be considered. The agenda shall not be amended after it is provided to the City Secretary unless an amended agenda is timely provided to the City Secretary for posting at least 72 hours prior to the meeting.

10.9. The City and CCCVB agree that in no event may the City be liable for any contracts made by the CCCVB with any person, firm, corporation, association, or governmental

body.

10.10. The City and CCCVB agree that in no event may the City be liable for any damages, injuries, or losses charged to or adjudged against the CCCVB arising from its operations, or the use or maintenance of its facilities.

11. TERM AND TERMINATION

11.1. The term of the Agreement commences on the Effective Date and continues until September 30, 2024, subject to termination as provided in this Agreement.

11.2. Either party may terminate this Agreement at any time for any reason by giving one year's prior written notice to the other party. In the event the City cancels this Agreement upon one year's notice, the City assumes any obligations of the convention and visitor's fund with a term of less than one year and any other obligation approved in advance by the City Manager. The City reserves the right to terminate this Agreement without notice for cause.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Intellectual Property created or arising from the delivery of Services under this Agreement will be the property of the City. The CCCVB has a limited license to use any and all Intellectual Property created or arising from the delivery of Services under this Agreement for purposes of continued performance under this Agreement. Upon termination of this Agreement for any reason, all Intellectual Property and work products maintained by the CCCVB will be provided to the City at no cost.

13. MISCELLANEOUS

13.1. This Agreement replaces and supersedes all other contracts and understandings previously made between the City and CCCVB.

13.2. The CCCVB specifically reserves the right to change its name as a corporate entity and do business under one or more assumed names in compliance with the laws of the State of Texas. No change of name or use of additional names may be deemed a modification of this Agreement.

13.3. The CCCVB shall comply with all applicable Federal, State, and local laws, rules and regulations in providing services under this agreement.

13.4. All notices, requests or other communications related to this Agreement must be made in writing and may be given by: (a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the party to be notified. Notice given under (a) of the prior sentence are effective upon deposit in the United States mail. The notice addresses of the parties, until changed as provided in this Agreement, are as follows:

City: City of Corpus Christi, Texas
Attention: City Manager

1201 Leopard Street
P.O. Box 9277
Corpus Christi, Texas 78469

CCCVB: Corpus Christi Convention & Visitors Bureau
Attention: Chief Executive Officer
1501 North Chaparral Street
Corpus Christi, Texas 78401

Reporting and daily communication may be provided by email.

13.5. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Agreement is held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it may not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word, or provision of this Agreement be given full force and effect for its purpose.

13.6. No amendments, modifications, or other changes to this Agreement are valid or effective absent the written agreement of the parties. This Agreement may be executed in one or more counterparts, each of which are deemed an original, and all of which constitute but one and the same instrument.

13.7. The CCCVB agrees to comply with attached Exhibit A regarding insurance requirements.

13.8. CCCVB shall create and follow a drug and alcohol abuse policy that is appropriate for the organization's size and business. The policy must, at a minimum, comply with the Drug Free Workplace Act of 1988 (codified at 41 USC Chapter 81) and provide guidelines for employees, including leased employees, to follow regarding events and activities for which consumption or gifting of alcohol is or is not appropriate.

13.9. The CCCVB agrees that, during the term of this Agreement, it will not discriminate nor permit discrimination against any person or group of persons, with regard to employment, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. The CCCVB shall create and follow an Equal Employment Opportunity policy. The policy must, at a minimum, provide for procedures to be used to investigate allegations of discrimination.

13.10. The CCCVB must create a Legislative Agenda, which will be approved in accordance with all State law requirements prior to the start of any Legislative Session of the Texas Legislature. The CCCVB will create a Legislative Committee with the responsibility of drafting the Legislative Agenda. The City's Director of Intergovernmental Relations will be given a seat on the Legislative Committee and invited to participate in all meetings of the Legislative Committee related to the drafting and adoption of the Legislative Agenda. The President & CEO of the CCCVB must present the final Legislative Agenda to the City Council prior to the start of any Legislative Session of the Texas Legislature. The CCCVB will provide the City with information related to lobbying that is

required for the City to meet its reporting obligations under Texas law.

13.11. This Agreement takes effect upon the date of the last signature (the "Effective Date").

Executed on the dates indicated below binding the respective parties as of the date of last signature.

CITY OF CORPUS CHRISTI, TEXAS

CORPUS CHRISTI AREA
CONVENTION & VISITORS BUREAU

By: _____

By: _____

Constance Sanchez
Chief Financial Officer

Brett Oetting
Chief Executive Officer

Date: _____

Date: _____

ATTEST:

Rebecca Huerta
City Secretary

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

EXHIBIT A

INSURANCE REQUIREMENTS

I. CCCVB’S LIABILITY INSURANCE

- A. CCCVB must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. CCCVB must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.

- B. CCCVB must furnish to the City’s Risk Manager and Director Human Resources, 2 copies of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$1,000,000 Per Occurrence
HOST LIQUOR LIABILITY Applicable when alcohol being served	\$1,000,000 Combined Single Limit

- C. In the event of accidents of any kind related to this agreement, CCCVB must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid and leased employees, CCCVB must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the CCCVB will be promptly met.
- B. CCCVB shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CCCVB's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. CCCVB shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. CCCVB shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **CCCVB agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees (including leased employees), volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, CCCVB shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend CCCVB's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the

required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon CCCVB's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order CCCVB to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to CCCVB hereunder until CCCVB demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which CCCVB may be held responsible for payments of damages to persons or property resulting from CCCVB's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that CCCVB's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements

Legal Dept.

Corpus Christi Convention and Visitors Bureau Management Services Agreement

07/02/2019 sw Risk Management

EXHIBIT B BUSINESS PLAN TEMPLATE

[insert logo]

Corpus Christi Convention & Visitors Bureau Business Plan

Fiscal Year: 2019-2020

<Insert date of version >

Approved by:

Convention and Visitors Bureau, CEO

City Manager

DEPARTMENTAL PROFILE

ORGANIZATION DESCRIPTION

Provide a brief description of the major duties, services/and programs currently provided by the organization (if desired, may separate by division); a brief history of significant events affecting the department; current innovative programs and initiatives, discussion of major contracted operations (if any).

ORGANIZATIONAL CHART

Provide an organization chart to include each authorized individual position

Health Care Plan

Provide the CVB's healthcare plan to include premiums paid by the employee or leased employee and those paid by the CVB.

Compensation Plan

Provide the compensation for each authorized individual position. Include paid time off benefits to include, sick leave and vacation accrual policy.

Holiday Calendar

Provide a calendar of paid and unpaid holidays (if applicable)

CURRENT BUSINESS ENVIRONMENT

Summarize organizations business environment, including such aspects as customers served, changes in major customer service trends, target service levels, changes in regulatory environment, or recent changes in business practices.

PERFORMANCE TRENDS

Summarize key trends evident from your performance measures. Discuss strategic and operational implications.

FINANCIAL SUMMARY

Insert expenditures and revenues reports at a high level similar to what is used for budget presentations.

Expenditures

Revenues

Capital Budget Summary

PINNACLE ISSUES

List any critical pinnacle issues. For each issue describe the strategies used to deal with the issue, including a reference to where the strategy can be found in your Strategic Plan.

3 to 5 YEAR OUTLOOK

List activities, programs, or initiatives anticipated beyond FY 20 - [current fiscal year] that are required to achieve strategic goals and outcomes. You may include the impact of any potential changes in your business environment, anticipated achievement of milestones, anticipated obstacles for major projects, looming legislative changes or mandates.

What are the changes on the horizon? What are the threats? What are the opportunities? What is the vision?

EXTERNAL BENCHMARKS

List the measures currently used in your Strategic Plan to benchmark against the other Texas cities. Discuss comparative results and strategic implications. If available, present results of benchmarking to cities across the United States. Describe any new benchmark measures proposed.

MISSION

Organization Mission: Insert Organization mission statement.

GOALS & MEASURES

Goals & Measures: Insert mission elements, goals & measures into table below. There should be at least one goal for each Mission Element, although a Mission Element can have multiple goals.

Table of Mission Elements and Goals

Mission Elements		Goals	Measures Used for the City Performance Report (CPR)
#	Description		

STRATEGIES & TASKS

MISSION ELEMENT #1: *[Insert Mission Element]*

Goal 1: *[Insert Goal statement]*

STRATEGY 1: (describe strategy for goal above)		Responsible Manager:
Problem this strategy is addressing:		
Tasks to execute strategy:		
Task Name	Task Due Date	Task Owner
1)		
2)		
3)		
4)		
5)		

Goal 2: *[Insert Goal statement]*

STRATEGY 1: (describe strategy for goal above)		Responsible Manager:
Problem this strategy is addressing:		
Tasks to execute strategy:		
Task Name	Task Due Date	Task Owner
1)		
2)		
3)		
4)		
5)		

[Continue with each Mission Element]

EXHIBIT C

CCCVB Bylaws

~~CORPUS CHRISTI AREA~~

~~CONVENTION & VISITORS BUREAU BYLAWS~~

~~ARTICLE I — ORGANIZATION~~

- ~~1. — Name. Offices. The name of the corporation is Corpus Christi Area Convention & Visitors Bureau. The corporation is also authorized to do business under the name "Corpus Christi Convention & Visitors Bureau." The corporation will be referred to as the "CCCVB" in this document. The CCCVB's offices will be located in the City of Corpus Christi.~~
- ~~2. — Mission. The mission of the CCCVB is to positively impact the city's economy by marketing the city as a travel destination.~~
- ~~3. — Fiscal Responsibility. The fiscal year of the CCCVB is from October 1 to September 30. The Board of Directors will make lawful and adequate provisions for sound fiscal policies and practices of the CCCVB, including the approval of an annual budget and ample fidelity bonding of officers and employees entrusted with the handling of funds or property of the CCCVB, in accordance with state laws.~~
- ~~4. — Texas State and Federal Law. The CCCVB is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The CCCVB has obtained from the Internal Revenue Service, and will continue to maintain, an exemption from federal income tax under Section 501(c)(6) of the Internal Revenue Code.~~

~~ARTICLE II — ASSOCIATES~~

~~Any person, company, organization or other entity in the Corpus Christi Bay Area of South Texas may become an associate of the CCCVB. The Board of Directors may establish various categories for associates, the contribution or investment levels required, and the rights, privileges and requirements connected with such activities.~~

~~ARTICLE III — BOARD OF DIRECTORS~~

- ~~1. — Composition. The affairs of the CCCVB shall be governed by a Board of Directors, which shall be composed of fifteen (15) members selected directly by the City Council of the City of Corpus Christi. The members shall be representatives of the following groups:~~

~~3 members from the lodging industry~~

~~2 members from the restaurant industry~~

~~3 members from area attractions~~

~~5 members from the community at large~~

~~1 Mayor of the City of Corpus Christi, or his or her designee~~

~~1 City Manager of the City of Corpus Christi or his or her designee~~

~~The above members shall include persons from all areas of the City in order to assure diverse geographic representation on the Board. The following persons or entities, or their designees or representatives, shall serve as additional non-voting members of the Board: (1) the Port of Corpus Christi Authority; (2) the Regional Transportation Authority; (3) the Corpus Christi International Airport; and (4) such additional advisory, non-voting persons as may be designated by the Board by resolution.~~

- ~~2. Director Terms. Appointments to the Board will be staggered, two year terms beginning on October 1 each year. No person may serve as a voting member of the Board for a period longer than six years consecutively, unless such service is required by virtue of the person's position or title or to complete an unexpired term. The Board may make recommendations to the City Council for directors in the lodging, restaurant and attractions categories as director's terms expire, but the Board always shall nominate one more individual than the number of positions available in each category. The City Council will provide serious consideration to the Board's recommendations but is not restricted to select members submitted by the Board or any other group.~~
- ~~3. Absences. Unexcused absences from more than twenty five percent (3 meetings) of regularly scheduled meetings during a term year shall result in an automatic vacancy, which vacancy shall be promptly reported to the City Council. An absence shall be unexcused unless excused by the Board, for good cause, no later than its next meeting after any absence. Any member, otherwise eligible, shall not be precluded from reappointment by reason of such automatic vacancy.~~
- ~~4. Representation. When any Director who was appointed to represent a business or industry segment is no longer employed in that industry segment for a period of 91 consecutive days or more, or if a Director otherwise fails to meet the qualifications prescribed by these Bylaws for serving as a Director, said Director shall forfeit his/her seat on the Board. Board of Director seats are non-transferrable. In the event of a Board of Director vacancy, the vacant seat may not be transferred to another individual from the vacating Board member's company or organization.~~
- ~~5. Vacancies. In the event that a Director forfeits his/her seat or otherwise resigns or vacates his or her position, the Chairman shall notify the City Secretary so that the City Council may appoint a replacement to the position for the appropriate industry segment. The Chairman (subject to ratification by the Board of Directors) shall then nominate persons to be presented to the City Council as a recommendation of potential candidates to fill the remainder of the unexpired term. The nominations shall always include one more~~

~~individual than the number of vacant positions available.~~

- ~~6. Meetings. The Board of Directors shall meet regularly at a specified time and date selected by the Board of Directors. A majority of the Directors must be present at a regular or special Board meeting to constitute a quorum for the transaction of all business.~~
- ~~7. Qualifications. Each Director elected to represent the lodging industry, the restaurant industry, or area attractions must be an owner, operator, or officer (or at a management level) in his or her organization at the time of his or her nomination and throughout his or her term as a Director.~~
- ~~8. Voting. All Board action shall be taken only upon formal vote of the Directors at a duly constituted meeting of the Board. A majority vote of the Directors present at a duly constituted meeting at which a quorum is present will constitute an act of the Board.~~
- ~~9. Board Roles and Responsibilities. It is the responsibility of every Director to:~~
 - ~~a) Commit to the mission, goals and long-range strategic plan of the CCCVB;~~
 - ~~b) Attend all Board of Directors meetings, including special events and Board retreats;~~
 - ~~c) Become knowledgeable about the CCCVB and its efforts;~~
 - ~~d) Prepare for and contribute to Board of Directors meetings by being well-informed on agenda items;~~
 - ~~e) Recognize that the Board of Directors' job is to ensure that the organization is well managed, not to manage the organization;~~
 - ~~f) Objectively and conscientiously consider others' points-of-view and make constructive suggestions to help the Board of Directors make decisions that benefit those whom the CCCVB serves;~~
 - ~~g) Be in good financial standing with the CCCVB;~~
 - ~~h) Serve as a team player and support the decisions of the Board of Directors once they are made;~~
 - ~~i) Serve as an ambassador for the tourism industry and represent the CCCVB to individuals, the public and other organizations in a positive manner;~~
 - ~~j) Notify the President/CEO of any media contacts; and~~
 - ~~k) Take an active role in Board of Directors activities.~~
- ~~10. Board Conflict. Each Board member shall be required to sign a conflict of interest disclosure statement in the form prescribed by the Board.~~

~~11. Code of Conduct. Each Director has an obligation to give his/her input into any subject being discussed by the Board. Each Board member's input should be solicited and considered, and should be made to feel his/her contribution is valued. Board members are to remain respectful and professional at all times in expressing their views and opinions and should not allow personal agendas or conflicts to influence any decisions made on behalf of CCCVB.~~

~~ARTICLE IV—OFFICERS~~

~~1. Elections. Officers of the Board may be elected at the September meeting for the new fiscal year. Officers will be: Chairman, Vice Chair, Secretary and Treasurer. Each officer shall be a member of the Board prior to the election. Officers shall serve for a term of one year, or until the Board of Directors elects officers for the succeeding fiscal year.~~

~~2. Vacancies. In the event of the resignation of an elected officer of the Board, or in the event of forfeiture of the elected officer's seat as provided in Article III above, or in the event of the death or permanent disability of an elected officer, the Chairman (subject to ratification by the board of Directors) shall appoint a member of the Board to the vacated office to serve the remainder of the unexpired term.~~

~~3. Chairman. The Chairman will preside at all meetings of the Board of Directors and the Executive Committee. He or she will have and exercise general charge and supervision of affairs of the CCCVB, subject to the direction of the Board. The Chairman will appoint persons to chair all standing and ad hoc committees established by these Bylaws or the Board of Directors.~~

~~4. Vice Chair. At the request of the Chairman, or in the event of the Chairman's absence or disability, the Vice Chairman will perform the duties and possess and exercise the powers of the Chair.~~

~~5. Secretary. The Secretary will ensure that the records of the CCCVB are properly kept. The Secretary will ensure that minutes of all meetings of the Board of Directors and the Executive Committee of the CCCVB are recorded.~~

~~6. Treasurer. The Treasurer will ensure that all funds, property and securities of the CCCVB are properly kept, subject to any regulations imposed by the Board of Directors and will review the travel expense accounts of the President. The Treasurer shall ensure that an annual audited financial statement is prepared. The Treasurer shall preside at Board meetings in the absence of the Chair and Vice Chair.~~

~~7. President/CEO. The Board of Directors shall employ a President/CEO, whose duties, performance review and compensation will be outlined in an employment contract between the CCCVB and the President/CEO. The President/CEO shall be the principal executive officer of the CCCVB. The President/CEO shall be administratively responsible to the Executive Committee, and shall serve as an ex-officio non-voting member of the Board of Directors and all committees.~~

~~ARTICLE V – COMMITTEES~~

- ~~1. — General. The Board of Directors may establish such committees from time to time as it deems necessary for the operation of the CCCVB. The Chairman shall appoint the members of each committee, subject to confirmation by the Board.~~
- ~~2. — Executive Committee. The Executive Committee shall be comprised of the four officers of the CCCVB and the Mayor and City Manager, or their respective designees. If requested to do so by the Chairman, the immediate past chairman, if still a member of the Board, shall be invited to attend Executive Committee meetings for the purpose of providing continuity in Board leadership, but shall not have any right to vote. The President/CEO shall serve as an ex officio, non voting member of the Executive Committee. The Executive Committee shall have and exercise the authority of the Board of Directors in the management of the CCCVB between meetings, subject to the exercise of such authority by the full Board of Directors from time to time. The presence in person of three of the Executive Committee members shall constitute a quorum for the transaction of business, and the act of a majority of the Executive Committee members present at any meeting at which there is a quorum shall be the act of the Executive Committee. Minutes of each Executive Committee Meeting and a verbal report of the activities of the Executive Committee shall be presented each month at the meeting of the full Board of Directors.~~
- ~~3. — Nominations. The Chairman shall appoint a Nominations Committee of five (5) Directors for the purpose of nominating candidates for the Board of Directors for those positions whose terms are expiring at the end of each fiscal year. Such Nominations Committee shall report its nomination of candidates to the Board of Directors not more than thirty (30) days after its appointment, whereupon the Board of Directors shall approve a slate of candidates. The slate of candidates will be presented to the City Council of the City of Corpus Christi as the Board's recommendations for the positions whose terms are expiring. The slate shall always include one more individual in each category than the number of positions available. The nominations shall be submitted sufficiently in advance of October 1 for selection so that the new Directors can assume office on October 1.~~
- ~~4. — Finance. A Finance Committee shall be comprised of the Treasurer and from two to four members of the Board of Directors appointed by the Chairman and confirmed by the Board. The purpose of the Finance Committee shall be to oversee the finances of the CCCVB, monitor and make recommendations concerning financial policies and procedures, examine audit reports, and handle such other matters as may from time to time be assigned.~~
- ~~5. — Other Committees. The Board may create additional committees by Resolution adopted from time to time stating the duties and composition of such committees.~~

~~ARTICLE VI – MEETINGS~~

- ~~1. — Regular Meetings. The Board shall conduct regular meetings according to a schedule adopted by the Board. Officers of the board may be elected at the July meeting for the new fiscal year.~~

- ~~2. Special Meetings. The Chairman or any five (5) Directors may request that the Secretary call a special meeting of the Board. The Secretary shall provide at least seventy-two (72) hours written notice of any such special meeting. At the discretion of the Board, joint meetings with other groups may be arranged for discussion of any subject or other activity which may be of mutual benefit and interest.~~
- ~~3. Telephone or Electronic Meetings. Members of the Board of Directors may participate in a meeting of Directors by means of conference phone or similar communications equipment through which all persons participating in the meeting can hear one another, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A single board member may attend a regular meeting via telephone conference a maximum of three (3) times per fiscal year, except as permitted by the Chairman.~~
- ~~4. Rules of Procedure. The Board may adopt rules of procedure for participation in its meetings.~~

~~ARTICLE VII – FINANCIAL PROVISIONS~~

- ~~1. Indemnification. The CCCVB shall indemnify and save harmless each present and former officer and Director against all claims, liabilities, losses and expenses in connection with any cause of action or claim asserted against him/her arising from or connected in any way with his/her service to the CCCVB to the fullest extent authorized by the laws of the state of Texas with regard to non-profit corporations. No further action or authorization of the Board of Directors shall be necessary to effect such indemnification, except to the extent required by law. The CCCVB may, in its sole discretion, purchase and maintain insurance or another arrangement, at its expense, to protect itself and any director, officer, employee, leased employee, or agent of the CCCVB or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the CCCVB would have the power to indemnify such person against such expense, liability or loss under Texas law.~~
- ~~2. Audit. The Board of Directors shall annually select a certified public accountant to supply an independent audit of the CCCVB books, and such audit shall be made available to members of the Board.~~

~~ARTICLE VIII – AMENDMENTS~~

~~These bylaws may be amended at any regular meeting by a vote of two-thirds of all the Directors, provided that notice of such proposed amendment(s) shall have been sent to each Director at least 72 hours before such meeting. No amendment shall be finally effective unless and until (1) written notice of the amendment has been given to the City not less than 60 days prior to the effective date of the change, and (2) the City has approved the amendment.~~



**CORPUS CHRISTI AREA
CONVENTION & VISITORS BUREAU
BYLAWS**

ARTICLE I – ORGANIZATION

1. Name Offices. The name of the corporation is Corpus Christi Area Convention & Visitors Bureau. The corporation is also authorized to do business under the name "Corpus Christi Convention & Visitors Bureau," or "Visit Corpus Christi." The corporation will be referred to as the "CCCVB" in this document. The CCCVB's offices will be located in the City of Corpus Christi.
2. Mission. The mission of the CCCVB is to positively impact the city's economy by marketing the city as a travel destination.
3. Fiscal Responsibility. The fiscal year of the CCCVB is from October 1 to September 30. The Board of Directors will make lawful and adequate provisions for sound fiscal policies and practices of the CCCVB, including the approval of an annual budget and ample fidelity bonding of officers and employees entrusted with the handling of funds or property of the CCCVB, in accordance with state laws.
4. Texas State and Federal Law. The CCCVB is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The CCCVB has obtained from the Internal Revenue Service, and will continue to maintain, an exemption from federal income tax under Section 501(c)(6) of the Internal Revenue Code.

ARTICLE II – BOARD OF DIRECTORS

1. Composition. The affairs of the CCCVB shall be governed by a Board of Directors, which shall be composed of twenty-four (24) members.

Thirteen (13) will be selected directly by the City Council of the City of Corpus Christi. The above members shall include persons from all areas of the City in order to assure diverse geographic representation on the Board. The members shall be representatives of the following groups:

Three (3) members from the lodging industry

Three (3) members from area attractions



Five (5) members from the community at large

Two (2) member from the restaurant industry

The following persons or entities, or their designees or representatives, shall serve as additional voting members of the Board by virtue of position held:

1 Mayor of the City of Corpus Christi, or his or her designee

1 City Manager of the City of Corpus Christi or his or her designee

1 President & CEO of Whataburger Field

1 Director of Corpus Christi International Airport

The following persons or entities, or their designees or representatives, shall serve as additional non-voting members of the Board by virtue of position held:

1 State Representative from district 32 or his or her designee

1 State Representative from district 34 or his or her designee

1 Director of Regional Transportation Authority

1 President & CEO of Port of CC or his or her designee

1 President & CEO of CCREDC

1 General Manager of American Bank Center

1 Athletic Director of TAMU-CC, or his or her designee

1. Director Terms. Appointments to the Board will be staggered, two-year terms beginning on October 1 each year. No person may serve as a voting member of the Board for a period longer than six years consecutively unless such service is required by virtue of the person's position or title or to complete an unexpired term. The Board may make recommendations to the City Council for directors in the lodging, restaurant, attractions and at-large categories as director's terms expire, but the Board always shall nominate one more individual than the number of positions available in each category. The City Council will provide serious consideration to the Board's recommendations but is not restricted to select members submitted by the Board or any other group.
2. Absences. Unexcused absences from more than twenty-five percent (3 meetings) of regularly scheduled meetings during a term year shall result in an automatic vacancy, which vacancy shall be promptly reported to the City Council. An absence



shall be unexcused unless excused by the Board, for good cause, no later than its next meeting after any absence. Any member, otherwise eligible, shall not be precluded from reappointment by reason of such automatic vacancy.

3. Representation. When any Director who was appointed to represent a business or industry segment is no longer employed in that industry segment for a period of 91 consecutive days or more, or if a Director otherwise fails to meet the qualifications prescribed by these Bylaws for serving as a Director, said Director shall forfeit his/her seat on the Board. Board of Director seats are non-transferrable. In the event of a Board of Director vacancy, the vacant seat may not be transferred to another individual from the vacating Board member's company or organization.
4. Vacancies. In the event that a Director forfeits his/her seat or otherwise resigns or vacates his or her position, the Chairman shall notify the City Secretary so that the City Council may appoint a replacement to the position for the appropriate industry segment. The Chairman (subject to ratification by the Board of Directors) shall then nominate persons to be presented to the City Council as a recommendation of potential candidates to fill the remainder of the unexpired term. The nominations shall always include one more individual than the number of vacant positions available.
5. Meetings. The Board of Directors shall meet regularly at a specified time and date selected by the Board of Directors. A majority of the Directors must be present at a regular or special Board meeting to constitute a quorum for the transaction of all business.
6. Qualifications. Each Director elected to represent the lodging industry, the restaurant industry, or area attractions must be an owner, operator, or officer (or at a management level) in his or her organization at the time of his or her nomination and throughout his or her term as a Director.
7. Voting. All Board action shall be taken only upon formal vote of the Directors at a duly constituted meeting of the Board. A majority vote of the Directors present at a duly constituted meeting at which a quorum is present will constitute an act of the Board.
8. Board Roles and Responsibilities. It is the responsibility of every Director to:
 - a) Commit to the mission, goals and long-range strategic plan of the CCCVB;
 - b) Attend all Board of Directors meetings, including special events and Board retreats;
 - c) Become knowledgeable about the CCCVB and its efforts;



- d) Prepare for and contribute to Board of Directors meetings by being well- informed on agenda items;
 - e) Recognize that the Board of Directors' job is to ensure that the organization is well managed, not to manage the organization;
 - f) Objectively and conscientiously consider others' points-of-view and make constructive suggestions to help the Board of Directors make decisions that benefit those whom the CCCVB serves;
 - g) Be in good financial standing with the CCCVB;
 - h) Serve as a team player and support the decisions of the Board of Directors once they are made;
 - i) Serve as an ambassador for the tourism industry and represent the CCCVB to individuals, the public and other organizations in a positive manner;
 - j) Notify the President/CEO of any media contacts; and
 - k) Take an active role in Board of Directors activities.
9. Board Conflict. Each Board member shall be required to sign a conflict of interest disclosure statement in the form prescribed by the Board.
10. Code of Conduct. Each Director has an obligation to give his/her input into any subject being discussed by the Board. Each Board member's input should be solicited and considered and should be made to feel his/her contribution is valued. Board members are to remain respectful and professional at all times in expressing their views and opinions and should not allow personal agendas or conflicts to influence any decisions made on behalf of CCCVB.

ARTICLE III – OFFICERS

1. Elections. Officers of the Board may be elected by the September meeting for the new fiscal year. Officers will be: Chairman, Vice Chair, Secretary and Treasurer. Each officer shall be a member of the Board prior to the election. Officers shall serve for a term of one year, or until the Board of Directors elects officers for the succeeding fiscal year.
2. Vacancies. In the event of the resignation of an elected officer of the Board, or in the event of forfeiture of the elected officer's seat as provided in Article III above, or in the event of the death or permanent disability of an elected officer, the Chairman (subject to ratification by the board of Directors) shall appoint a member



of the Board to the vacated office to serve the remainder of the unexpired term.

3. Chairman. The Chairman will preside at all meetings of the Board of Directors and the Executive Committee. He or she will have and exercise general charge and supervision of affairs of the CCCVB, subject to the direction of the Board. The Chairman will appoint persons to chair all standing and ad hoc committees established by these Bylaws or the Board of Directors.
4. Vice Chair. At the request of the Chairman, or in the event of the Chairman's absence or disability, the Vice Chairman will perform the duties and possess and exercise the powers of the Chair.
5. Secretary. The Secretary will ensure that the records of the CCCVB are properly kept. The Secretary will ensure that minutes of all meetings of the Board of Directors and the Executive Committee of the CCCVB are recorded.
6. Treasurer. The Treasurer will ensure that all funds, property and securities of the CCCVB are properly kept, subject to any regulations imposed by the Board of Directors and will review the travel expense accounts of the President. The Treasurer shall ensure that an annual audited financial statement is prepared. The Treasurer shall preside at Board meetings in the absence of the Chair and Vice-Chair.
7. President/CEO. The Board of Directors shall employ a President/CEO, whose duties, performance review and compensation will be outlined in an employment contract between the CCCVB and the President/CEO. The President/CEO shall be the principal executive officer of the CCCVB. The President/CEO shall be administratively responsible to the Executive Committee, and shall serve as an ex-officio non-voting member of the Board of Directors and all committees.

ARTICLE IV – COMMITTEES

1. General. The Board of Directors may establish such committees from time to time it deems necessary for the operation of the CCCVB. The Chairman shall appoint the members of each committee.
2. Executive Committee. The Executive Committee shall be comprised of the four officers of the CCCVB and the Mayor and City Manager, or their respective designees. If requested to do so by the Chairman, the immediate past chairman, if still a member of the Board, shall be invited to attend Executive Committee meetings for the purpose of providing continuity in Board leadership, but shall not have any right to vote. The President/CEO shall serve as ex-officio, non-voting member of the Executive Committee. The Executive Committee shall have and



exercise the authority of the Board of Directors in the management of the CCCVB between meetings, subject to the exercise of such authority by the full Board of Directors from time to time. The presence in person of three of the Executive Committee members shall constitute a quorum for the transaction of business, and the act of a majority of the Executive Committee members present at any meeting at which there is a quorum shall be the act of the Executive Committee.

3. Nominations Committee. The Chairman shall appoint a Nominations Committee of five (5) Directors for the purpose of nominating candidates for the Board of Directors for those positions whose terms are expiring at the end of each fiscal year. The Vice Chair shall chair the committee. Such Nominations Committee shall report its nomination of candidates to the Board of Directors not more than thirty (30) days after its appointment, whereupon the Board of Directors shall approve a slate of candidates. The slate of candidates will be presented to the City Council of the City of Corpus Christi as the Board's recommendations for the positions whose terms are expiring. The slate shall always include one more individual in each category than the number of positions available. The nominations shall be submitted to the Board of Directors by no later than August 15 for approval of the slate of candidates at the August Board of Directors meeting.
4. Finance Committee. A Finance Committee shall be comprised of the Treasurer and from two to four members of the Board of Directors appointed by the Chairman. The purpose of the Finance Committee shall be to oversee the finances of the CCCVB, monitor and make recommendations concerning financial policies and procedures, examine audit reports, review and support the development of the annual budget and handle such other matters as may from time to time be assigned.
5. Bylaws Committee. A Bylaws Committee shall be comprised of the Vice Chair and from two to three members of the Board of Directors appointed by the Chairman. The purpose of the Bylaws Committee shall be to oversee the bylaws of the CCCVB. The Bylaws Committee may make recommended changes of the bylaws and present to the board in accordance with city contract processes. The committee also reviews the city contract to ensure consistency between the two documents.
6. Other Committees. The Board may create additional committees by Resolution adopted from time to time stating the duties and composition of such committees.



ARTICLE V – MEETINGS

1. Regular Meetings. The Board shall conduct regular meetings according to a schedule adopted by the Board.
2. Special Meetings. The Chairman or any five (5) Directors may request that the Secretary call a special meeting of the Board. The Secretary shall provide at least seventy-two (72) hours written notice of any such special meeting. At the discretion of the Board, joint meetings with other groups may be arranged for discussion of any subject or other activity which may be of mutual benefit and interest.
3. Telephone or Electronic Meetings. Members of the Board of Directors may participate in a meeting of Directors by means of conference phone or similar communications equipment through which all persons participating in the meeting can hear one another, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A single board member may attend a regular meeting via telephone conference a maximum of three (3) times per fiscal year, except as permitted by the Chairman.
4. Rules of Procedure. The Board may adopt rules of procedure for participation in its meetings.

ARTICLE VI – FINANCIAL PROVISIONS

1. Indemnification. The CCCVB shall indemnify and save harmless each present and former officer and Director against all claims, liabilities, losses and expenses in connection with any cause of action or claim asserted against him/her arising from or connected in any way with his/her service to the CCCVB to the fullest extent authorized by the laws of the state of Texas with regard to non-profit corporations. No further action or authorization of the Board of Directors shall be necessary to affect such indemnification, except to the extent required by law. The CCCVB may, in its sole discretion, purchase and maintain insurance or another arrangement, at its expense, to protect itself and any director, officer, employee or agent of the CCCVB or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the CCCVB would have the power to indemnify such person against such expense, liability or loss under Texas law.
2. Audit. The Board of Directors shall annually select a certified public accountant to supply an independent audit of the CCCVB books, and such audit shall be made



available to members of the Board.

ARTICLE VII – AMENDMENTS

These bylaws may be amended at any regular meeting by a vote of two-thirds of all the Directors, provided that notice of such proposed amendment(s) shall have been sent to each Director at least 72 hours before such meeting. No amendment shall be finally effective unless and until (1) written notice of the amendment has been given to the City not less than 60 days prior to the effective date of the change, and (2) the City has approved the amendment.

With Amendments Approved by Board of Directors on June 25, 2020.

Respectfully submitted by Secretary

Signature

Date