

**MEMORANDUM OF AGREEMENT**  
**With the Corpus Christi Convention & Visitors Bureau**  
**Regarding City of Corpus Christi Sister City Committee**

Whereas, the City of Corpus Christi has established a Sister City Committee to study ways and means of improving relations with the Corpus Christi Sister Cities and to advise and consult with and assist the Mayor and City Council and all other City agencies, boards and officials in accomplishing the purposes of the Sister City program;

Whereas, the City of Corpus Christi currently is Sister City with the following cities: Agen, France; Toledo, Spain; Yokosuka, Japan; Keelung, Taiwan; Veracruz, Mexico; Monterrey, Mexico, and Playa Del Carmen, Mexico; collectively the "Sister Cities";

Whereas, the Sister City Committee has traditionally coordinated the high school exchange program and host dignitaries from the Sister Cities;

Whereas, the Corpus Christi Convention & Visitors Bureau ("CCCVB") has expertise in expanding tourism to the City and interested to work with the Corpus Christi Sister Cities to explore opportunities to increase conventions and visitors to the area;

Now, therefore, this Memorandum of Agreement is made by and between the City of Corpus Christi, "the City") and the Corpus Christi Convention & Visitors Bureau. By signature below, the parties agree as follows:

**Section 1. Purpose.**

The purpose of this MOA is for the City of Corpus Christi, acting through its Sister City Committee, and the Corpus Christi Convention & Visitors Bureau to explore opportunities to expand tourism and economic development relationships with the Corpus Christi Sister Cities.

**Section 2. Term.**

This Agreement shall be two years, effective upon last signature. Thereafter, the MOA shall continue on a year to year basis, unless terminated by either party upon six months' notice.

**Section 3. Services to be provided by the Corpus Christi Convention & Visitors Bureau**

- 3.1 Provides administrative staff support including agenda coordination and preparation, prepares and submits minutes to the Sister City Committee for review at the following monthly meeting, submits approved minutes to the City Secretary, calendars events for the Sister City Committee, performs routine correspondence and in general performs all administrative duties associated with the Corpus Christi Sister City Committee.
- 3.2 Explores opportunities with the Sister City Committee to expand economic development and tourism with the Corpus Christi Sister Cities.
- 3.3 Keeps the City Director of Parks and Recreation ("Director") informed regarding CCCVB efforts to expand economic development and tourism with the Corpus Christi Sister Cities.
- 3.4 CCCVB must recognize the City of Corpus Christi as a contributor on all advertisements and publications regarding CCCVB's activities regarding the Sister City Committee.
- 3.5 CCCVB must provide Director with a copy of all CCCVB-sponsored advertising and promotion materials regarding the Sister City Committee.

- 3.6 CCCVB will ensure the establishment of a subcommittee established to coordinate the Student Exchange Program which is funded through the fundraising efforts of the program.

**Section 4. Duties to be provided by the City of Corpus Christi**

- 4.1 Determines membership of the Sister City Committee members.
- 4.2 Provides letter of introduction to Corpus Christi Sister Cities of the expanded role of the CCCVB.
- 4.3 Subject to the City's annual budget process and appropriation of funds, provides annual funding to the CCCVB no later than October 31 in the amount of \$6,000.00 to be used by the CCCVB for the administrative and marketing purposes for the Sister City Committee.

**Section 5. Use of Hotel Occupancy Tax funds**

The following provisions govern any use of municipal hotel occupancy tax funds provided to CCCVB under this Agreement:

- 5.1 Use of any municipal hotel tax funds provided by City under this Agreement to CCCVB is limited to those activities that, without exception, meet all three of the following requirements, herein referred to as "Activities":
- (A) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
  - (B) the activities are in the categories that are eligible for funding as described in Section 351.101(a)(3) of the Texas Tax Code, copy attached as "Exhibit"; and
  - (C) the activities promote tourism, the meeting and convention industry, or the hotel industry within the City of Corpus Christi.
- 5.2 The CCCVB will provide an annual report ("Report") to the Director of Parks and Recreation ("Director"). The Director, or designee, shall review this Report to verify whether the funding provided to CCCVB was spent in accordance with the requirements in this Agreement. The Report must include the following criteria:
- Written assurance to City that all Activities funded by the City served to promote tourism of the community. This shall be evidenced by providing the City with a written description of CCCVB's marketing or advertising strategy.
- 5.3 CCCVB must at all times during the term of this Agreement, and for five years following the expiration of the Agreement, keep true, accurate, complete, and auditable records. CCCVB agrees to:
- (A) make annual reports to the City of its revenues and expenditures from the hotel tax funds provided under this agreement; and
  - (B) make records of these expenditures available for review to the City.
- 5.4 Should the City Director of Parks and Recreation determine within five years from effective date of this Agreement that CCCVB has failed to comply with the requirements contained in this Agreement, all funds must be repaid to the City. This provision shall survive termination or expiration of this Agreement.
- 5.5 Upon termination of this Agreement, CCCVB must promptly refund to City any unexpended hotel occupancy tax funds.

5.6 CCCVB must recognize the City of Corpus Christi as a contributor on all Sister City Committee advertisements and publications regarding Sister City Committee Activities. CCCVB must provide Director with a copy of all CCCVB-sponsored advertising and promotion materials regarding its Sister City Committee Activities.

**Section 6. Termination of Contract**

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the CCCVB at the address of record.

**Section 7. Notices.** Any notices under this Agreement must be provided as follows:

To the City of Corpus Christi:

City of Corpus Christi  
Attn: Director of Parks and Recreation  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

To the Corpus Christi Convention & Visitors Bureau:

Corpus Christi Convention & Visitors Bureau  
Attn: Chief Executive  
101 N. Shoreline Blvd. Suite 430  
Corpus Christi, Texas 78401

**Section 8. Disclosure of interest.** CCCVB agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

**Section 9. Certificate of Interested Parties.** CCCVB agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 requires disclosure of "interested parties". These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

**Section 10. Conflict of Interest.** CCCVB agrees, in compliance with Chapter 176 of the Texas Local Government Code, to complete and file Form CIQ with the City Secretary's Office. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

**Section 11. Insurance.** CCCVB agrees to comply with the attached insurance requirements.

**Section 12. Indemnity.** CCCVB agrees to fully indemnify, save and hold harmless City, its officers, employees, and agents (hereinafter "the Indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or be in any way connected with, performance pursuant to this Contract or any operations or activities thereunder, regardless of whether the injury, loss, or damage shall be caused by, or claimed to be caused by, in whole or in part, the negligence or other fault of the Indemnitees or any of them. CCCVB shall at its own expense investigate all these claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from the liability, damage, loss, claims, demands, and actions.

**Section 13. Approval.** All parties identified below agree to the provisions and terms of this Agreement.

Corpus Christi Convention & Visitors  
Bureau

City of Corpus Christi

By: *Paula Kluge*

By: \_\_\_\_\_

Name: *Paula Kluge*

Name: \_\_\_\_\_

Title: *DED*

Title: \_\_\_\_\_

Date: *7/21/14*

Date: \_\_\_\_\_

Approved as to form: *7-21-14*

By: *Lisa Aguilar*

Lisa Aguilar, Assistant City Attorney

## EXHIBIT

## Texas Tax Code

## § 351.101. USE OF TAX REVENUE.

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or

(B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;

(7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, flag football, and rodeos, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

(i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;

(ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;

(iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;

(iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;

(v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;

(vi) is located in a county that:

(a) is adjacent to the Texas-Mexico border;

(b) has a population of at least 500,000; and

(c) does not have a municipality with a population greater than 500,000;

(vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less;

(viii) has a population of at least 7,500 and is located in a county that borders the Pecos River and that has a population of not more than 15,000;

(ix) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located; or

(x) has a population of at least 40,000 and the San Marcos River flows through the municipality; and

(C) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

(8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;

(9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

(10) the construction of a recreational venue in the immediate vicinity of area hotels, if:

(A) the municipality:

(i) is a general-law municipality;

(ii) has a population of not more than 900; and

(iii) does not impose an ad valorem tax;

(B) not more than \$100,000 of municipal hotel occupancy tax revenue is used for the construction of the recreational venue;

(C) a majority of the hotels in the municipality request the municipality to construct the recreational venue;

(D) the recreational venue will be used primarily by hotel guests; and

(E) the municipality will pay for maintenance of the recreational venue from the municipality's general fund;

(11) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:

(A) has a population of at least 90,000 but less than 120,000; and

(B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and

(12) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section 334.001(4), Local Government Code, that is related to the promotion of tourism.

(b) Revenue derived from the tax authorized by this chapter shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

(c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.

(d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.

(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.

(f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

(g) Nothing in this section shall prohibit any private entity, person, or organization from making subgrants by contract to any other person, entity, or private organization for expenditures under Section 351.101(a)(4). A subgrantee shall:

(1) at least annually make periodic reports to the governing body of its expenditures from the tax authorized by this chapter; and

(2) make records of these expenditures available for review to the governing body or other person.

(h) In addition to the uses authorized by Subsection (a), a municipality described by Subsection (a)(7)(B)(viii), as added by Chapter 546 (S.B. 585), Acts of the 83rd Legislature, Regular Session, 2013, may use revenue derived from

the tax authorized by this chapter to promote tourism and the convention and hotel industry by constructing, maintaining, or expanding a sporting-related facility owned by the municipality if:

(1) the majority of the events at the facility involve participants staying at hotels in the municipality; and

(2) for a fiscal year, the municipality does not reduce the amount of that revenue that it uses for a purpose described by Subsection (a)(3) to an amount that is less than the lesser of:

(A) the amount of that revenue used by the municipality for that purpose during the municipality's 2015 fiscal year; or

(B) the total amount of that revenue received in the fiscal year.

(i) In addition to the purposes provided by Subsection (a), a municipality that has a population of at least 75,000 but not more than 95,000 and that is located in a county that has a population of more than 160,000 but less than 200,000 may use revenue from the municipal hotel tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality.

(j) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 5,000 and at least part of which is located less than one-eighth of one mile from a space center operated by an agency of the federal government may use revenue from the municipal hotel occupancy tax for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(k) In addition to other authorized uses, a municipality that is intersected by both State Highways 71 and 95 may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections (a)(7)(A) and (C) are met.

## EXHIBIT INSURANCE REQUIREMENTS

### I. CCCVB LIABILITY INSURANCE

- A. CCCVB must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. CCCVB must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. CCCVB must furnish to the City's Risk Manager (1) copies of Certificates of Insurance 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 endorsements and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	
Dishonesty/Crime Coverage	\$100,000 Limit

- C. In the event of accidents of any kind related to this contract, 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 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. An All States Endorsement shall be required if CCCVB is not domiciled in the State of Texas.
- 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 any change made by the CCCVB or as requested by the City. CCCVB shall pay any costs incurred resulting from said changes. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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, cancellation, non-renewal, material change or termination 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 cancellation, non-renewal, material change or termination 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I.** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2016 Insurance Requirements

CCCVB

Sister City Committee/CC Convention & Visitors Bureau Agreement

6/29/2016 mv Risk Management