

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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NOTICE OF NOVEMBER 2015 REGULAR MEETING OF MEMBERS AND BOARD OF DIRECTORS

To: Board of Directors and Members

PURSUANT to the call of a majority of the Board of Directors named in the Certificate of Formation of the Corporation, NOTICE IS HEREBY GIVEN that the Board of Directors and the Members of The Woodlands Convention and Visitors Bureau, a Texas non-profit corporation (the "Corporation"), will meet at the principal office of the Corporation, at 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, on the 4th day of November, 2015, at 11:30 a.m., for the purpose of:

1. Pledge of Allegiance;
2. Call to order and adoption of Agenda;
3. Public Comment;
4. Consider and approve Minutes from September 2015 Regular Board Meeting;
5. Consider and approve Minutes from October 2015 Special Board Meeting;
6. Consider and approve Financial Report through September 2015;
7. Consider, receive and act upon Waterway Cruiser operational hours including schedule and extension until March 31, 2016;
8. Consider, receive and act upon issuance of a Request for Proposal (RFP) to sell up to six (6) Waterway Cruisers and provide alternative water craft recommendations;
9. Receive, consider and act upon Request for Expressions of Interest (RFEI) for Contractors/Service Providers to provide Waterway Cruiser Service;

10. Receive, consider and act upon the agreement between The Atkins Group and The Woodlands CVB for 2016 Advertising Agency of Record;
11. Receive, consider and act upon the Service Agreement between The Woodlands Township and The Woodlands Convention & Visitors Bureau;
12. Receive, consider and act upon the Service Agreement between The Strong Firm and The Woodlands CVB for 2016 Legal Counsel Services;
13. Receive, consider and act upon the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB's 2016 Visitor Services Program;
14. Receive, consider and act upon the agreement between Kaplan Public Relations and The Woodlands CVB for 2016 Public Relations Services;
15. Receive, consider and act upon The Woodlands CVB Board of Directors Meeting Schedule for 2016;
16. Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; and to consult with the Corporation's attorney pursuant to §551.071, Texas Government Code;
17. Reconvene in public session;
18. Receive, consider and act upon recommendations regarding The Woodlands Waterway Cruisers;
19. Staff Initiative Reports;
20. President's Report;
21. Board Announcements;
22. Agenda items for next meeting;
23. Adjournment.

This notice is given in accordance with the Bylaws of the Corporation and the Texas Business Organization Code. In accordance with state law, notice of this meeting was posted at least 72 hours in advance. This posting occurs at the Montgomery County Courthouse, the Harris County Courthouse and inside the boundaries of the Township at its office building.

Dated at The Woodlands, Texas, the 30th day of October, 2015.



A handwritten signature in cursive script, reading "Mark J. Wolda".

President of The Woodlands Convention & Visitors Bureau

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Consider and approve Minutes from September 2015 Regular Board Meeting;

BACKGROUND:

See attached.

RECOMMENDATION

Approve Minutes as presented.

Attachments

September 2, 2015 Meeting Minutes

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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September 2, 2015

11:30 a.m.

MINUTES OF MEETING

BOARD OF DIRECTORS MEETING

THE WOODLANDS CONVENTION & VISITORS BUREAU

The Board of Directors for The Woodlands Convention & Visitors Bureau (TWCVB) of Montgomery County, Texas held their Board Meeting on September 2, 2015 at The Woodlands Township located at 2801 Technology Forest Boulevard, The Woodlands, Montgomery County, Texas, 77381 at 11:30 a.m. The roll was called and those in attendance were:

Gordy Bunch, Chairman
Ed Robb, Treasurer/Secretary
Nick Wolda, President

Fred Domenick, Vice Chairman
Don Norrell, Director
Greg Parsons, Director

Director Peggy Hausman was absent from the meeting. Others in attendance were Bret Strong, TWCVB Legal Counsel; Cameron Klepac, TWCVB Marketing Specialist; Zoe Molina, TWCVB Event Specialist; Kara Stanley, TWCVB Group Sales Specialist; Alisann Schweiker, TWCVB Business Development Specialist; Emilie Harris, TWCVB Marketing Assistant; Monique Sharp, The Woodlands Township Assistant General Manager Finance & Administration; John Powers, The Woodlands Township Assistant General Manager of Community Services. The meeting was held in The Woodlands Township Board Chambers.

Agenda Item No. 1 Pledge of Allegiance; Chairman Bunch led the Pledge of Allegiance to the United States flag and the Pledge to the Texas flag.

Agenda Item No. 2 Call to order and adoption of Agenda; Chairman Bunch called the meeting to order at 11:36 a.m. and called for the Adoption of the Agenda for this meeting that was developed and duly posted as required by law. A Motion was made by Vice Chairman Domenick to adopt the agenda. This motion was seconded by Chairman Bunch. Motion carried by unanimous vote. Agenda adopted.

Agenda Item No. 3 Public Comment; Constance and Clifton McDerby presented information regarding Wine and Food Week 2015. Clifton said there were 160 trackable room nights from the Waterway Marriott from last year's Wine and Food Week and

discussed similar events' success in different towns. Constance and Clifton asked for additional earmark funding for the 2016 Wine and Food Week in The Woodlands.

Agenda Item No. 4 Consider and approve Minutes from July 15, 2015 Annual Board Meeting; Motion to approve Minutes from July 15, 2015 Annual Board Meeting made by Chairman Bunch. Motion seconded by Director Domenick. Motion passed with Secretary/Treasurer, Dr. Robb and Director Parsons abstaining.

Agenda Item No. 5 Consider and approve Financial Report for July 2015; Chairman Bunch called on Monique Sharp to present the July 2015 Financial Report. In terms of revenues, the year to date budget totaled \$1,849,000 and the year to date actual revenues totaled \$1,813,000. There is a slight unfavorable revenue variance of about \$36,000 primarily relating to program income from the Waterway Cruisers. \$190,000 of that is related to the grant for equipment replacement. Those funds have not been spent. The favorable revenue of \$114,000 is related to the supplemental hotel occupancy tax for the seven months into July. Favorable variances are also seen in event revenue related to the Ice Rink in the amount of about \$7,000 and in sponsorships, which is primarily due to timing differences. Expenditures for the total budget for the 7 months was \$2,112,000 with actual expenditures coming in at \$1,363,000 with a favorable variance of about \$748,000. Ending fund balance stands at \$1.5 million with \$76,000 relating to the Waterway Cruisers and the remaining is related to the CVB in general. Motion to approve made by Director Robb and seconded by Vice Chairman Domenick. Motion passed unanimously.

Agenda Item No. 6 Consider and appoint The Woodlands Area Chamber of Commerce representative to The Woodlands CVB Board of Directors; Chairman Bunch discussed replacing Karen Hoylman's vacancy on the board left by her retirement. Motion to appoint The Woodlands area Chamber of Commerce representative JJ Hollie to The Woodlands CVB Board of Directors made by Director Robb and seconded by Director Domenick.

Agenda Item No. 7 Consider and adopt the 2016 CVB Budget; Chairman Bunch called on President Wolda to discuss the Township Board's approval of the 2016 Budget complete with the move of the events previously produced by the CVB over to the Parks and Recreation department. Director Parsons asked where the 2016 sponsorship dollars would go, and President Wolda explained that they would transition to Parks and Recreation along with the events. Director Robb asked whether or not adopting the budget would completely dispose of the Waterway Cruisers. Director Robb then motioned for this agenda item be moved to before Agenda Item No. 16 in order to discuss the Waterway Cruiser options prior to adoption of the budget. Director Domenick seconded and the motion passed unanimously.

Agenda Item No. 8 Receive, consider and act upon the discussion and process of 2016 Brand Development; Chairman Bunch called on President Wolda to discuss the Atkins Group Brand Development process. President Wolda discussed the topic and then called on Steve Atkins to discuss the brand development process. Mr. Atkins made the

distinction between brand and marketing campaigns. Mr. Atkins stated the first step is an internal stakeholder focus group led by The Atkins Group. The second phase would be a focus group online with external stakeholders who represent viable clients for The Woodlands. The third phase would be an overlay with the internal ideas with the external needs. The result of this would be the core storyline and brand promise of The Woodlands. This process would take about four months in its entirety. Director Robb asked about The Atkins Group's past experiences with identifying city brands and Mr. Atkins relayed their experience with this process with South Padre Island. Director Norrell questioned how the brand promise would impact the group sales goals of the coming year. Mr. Atkins advised that the brand promise would fit for all visitors including leisure travelers and convention business alike. The motion to adopt the process and commit to its four phases was made by Director Domenick and seconded by Director Parsons. The motion passed unanimously.

Agenda Item No. 9 Receive consider and act upon various event and advertising sponsor requests;

President Wolda described the sponsorship request application available on the website for those asking for new sponsorships or an increase of money to an existing funded event. Wine and Food Week 2016 asked for an increase from the CVB's past sponsorship level of \$10,000 to the amount of \$49,500. This increase is not a budgeted item. Director Domenick asked whether or not the proposed budget included a contribution to Wine and Food Week 2016. President Wolda confirmed that it was budgeted, but at the level of \$10,000. Director Domenick then asked for input from The Atkins Group concerning whether or not this event met the goals of the CVB for 2016. Mr. Atkins advised that the CVB should decide whether or not this event could be considered a "signature event." Director Robb asked what the increase in funding would be used for. Constance and Clifton McDerby said CVB sponsorship dollars would be used for local marketing efforts. Constance discussed their success in the Galveston market with help from the Galveston CVB. Director Parsons asked about the 2015 financials. It was confirmed the profit and loss statement was not included in their submittal. Director Norrell motioned to keep the sponsorship at the \$10,000 level pending a 1 year evaluation of financials. Chairman Bunch seconded the motion, and the motion passed unanimously.

Agenda Item No. 10 Receive, consider and act upon Marketing Committee roster;

President Wolda called upon Group Sales Specialist Kara Stanley to present additions to the Marketing Committee. Kara reached out to all the hotels in the area and added four new potential members to the Marketing Committee including: Catherine Beyt, Sales Manager for Courtyard and Residence Inn, Theresa Gramalich, Sales Director for Embassy Suites, Suzanne Deliganis, Sales Director for Westin and Nancy Macdonald, Sales Director for Hyatt Market Street. Director Parsons motioned to approve the roster with Director Domenick seconding. The motion passed unanimously.

Agenda Item No. 11 Receive, consider wrap up report of Texas Association of CVBs

Annual Conference; Chairman Bunch called upon Group Sales Specialist Kara Stanley to present the conference wrap up. Kara described the record attendance experienced by TACVB at this year's conference with 572 room nights to The Woodlands through The

Woodlands Waterway Marriott and the Hilton Garden Inn. These rooms generated revenue estimated at \$85,000. The Woodlands CVB hosted the opening reception at the Marriott, which included a band, giveaways, an appearance by Puffy Pine Cone and rides on Waterway Cruisers. TACVB's annual conference focused on educational sessions for sales, destination marketing, conference servicing and social media. Chairman Bunch spoke on a panel regarding destination marketing during the conference. Director Norrell asked about the news releases generated after conferences and the content within, asking that in the future projected sales and hotel tax revenue be included in those releases. No action needed.

Agenda Item No. 12 Receive, consider and act upon allocation of \$100,000 of The Woodlands CVB existing reserves to fund the dasher boards for the new ice rink facility; Chairman Bunch called on President Nick Wolda. President Wolda called on Director Norrell who explained the partnership with the Cynthia Woods Mitchell Pavilion and The Woodlands Township. An area of funding that was not addressed by The Woodlands Township when allocating funds to this new facility was ownership of dasher boards for the Ice Rink. The Woodlands Township Board of Directors has already allocated \$3.1 million in funding for this project. Director Robb made the motion to allocate the reserves for this cause. Chairman Bunch questioned whether or not the advertising funding for the dasher boards would remain with The Woodlands CVB. Director Domenick questioned why, if the Ice Rink would be funded by Parks and Recreation, the CVB would fund the dasher boards. John Powers clarified that in the transfer of the events to the Parks and Recreation department, sponsorship money went with the transfer. Chairman Bunch asked whether or not The Township would maintain and replace dasher boards in the future. Monique Sharp clarified that the dasher boards would be funded out of the \$100,000 reserve fund. Bret Strong inquired about the contractual obligations of the CVB to dasher board owners. President Wolda clarified that there are no pending contracts that would need to be fulfilled past the 2015 year. Director Robb made the point that this funding would essentially be a pool of resources for the greater good. Chairman Bunch suggested a partnership between the Ice Rink and hotels. John Powers reminded the CVB Board that the CVB had retained Marketing functions for the events. Director Norrell listed the improvements The Township Board of Directors made to the permanent Ice Rink project and how the dasher board request fits into those improvements. Director Bunch seconded the motion. The motion passed with Director Domenick opposing.

Agenda Item No. 13 Receive, consider and act upon expenses related to producing the 2015 Holiday events; President Wolda described what the motion would entail including: approving Spectrum Events to assist in the production of The Woodlands Ice Rink at a cost not to exceed \$297,600; The Woodlands Winter Wonderland at a cost not to exceed 56,000; the 33rd Annual Lighting of the Doves at a cost not to exceed \$57,000; the 9th Annual International Winter On The Waterway at a cost not to exceed \$89,000 and authorize TWCVB President to execute contracts in connection therewith passed unanimously. The net cost is listed in the 2015 budget. Director Parsons clarified that this was the last year the CVB would incur production costs. Director Robb made the motion and JJ Hollie seconded the motion. The motion passed unanimously.

Agenda Item No. 14 Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; and to consult with the Corporation's attorney pursuant to §551.071, Texas Government Code; No Board action necessary.

Agenda Item No. 15 Reconvene in public session; The board reconvened at 1:36 p.m. Chairman Bunch had to leave the meeting at this time, so Vice Chairman Domenick assumed the Chairman role in his absence.

Agenda Item No. 16 Receive, consider and act upon recommendations regarding The Woodlands Waterway Cruisers; Motion to authorize the CVB to engage The Goodman Corporation to provide options and next steps for the Waterway Cruisers made by Director Domenick and seconded by Director Robb passed unanimously.

Agenda Item No. 7 Consider and adopt the 2016 CVB Budget; Director Robb motioned to approve. Director Norrell seconded. The motion passed unanimously.

Agenda No. 17 Receive CVB Initiative Reports; The reports were forgone to another meeting due to connectivity issues and time.

Agenda No. 19 Board announcements; Director Domenick presented a hotel supply update and a recent PKF forecast for the market for next year's hotel community. Director Parsons announced the new Embassy Suites will be opening in December.

Agenda No. 20 Consideration of agenda items for next meeting; President Wolda requested a hold for a special meeting October 7, 2015.

Agenda No. 21 Adjournment; Director Parsons motioned to adjourn. Director Hollie seconded. Motion passed unanimously. Adjourned at 1:44 p.m.

Dr. Ed. Robb, III, Secretary/Treasurer
The Woodlands CVB Board of Directors

Date

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Consider and approve Minutes from October 2015 Special Board Meeting;

BACKGROUND:

See attached.

RECOMMENDATION

Approve Minutes as presented.

Attachments

October 12, 2015 Meeting Minutes

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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October 12, 2015

11:30 a.m.

MINUTES OF MEETING

BOARD OF DIRECTORS MEETING

THE WOODLANDS CONVENTION & VISITORS BUREAU

The Board of Directors for The Woodlands Convention & Visitors Bureau (TWCVB) of Montgomery County, Texas held their Board Meeting on October 12, 2015 at The Woodlands Township located at 2801 Technology Forest Boulevard, The Woodlands, Montgomery County, Texas, 77381 at 11:30 a.m. The roll was called and those in attendance were:

Gordy Bunch, Chairman
Ed Robb, Treasurer/Secretary
JJ Hollie, Director
Nick Wolda, President

Fred Domenick, Vice Chairman
Don Norrell, Director
Greg Parsons, Director

Director Peggy Hausman was absent from the meeting. Others in attendance were Bret Strong, TWCVB Legal Counsel; Cameron Klepac, TWCVB Marketing Specialist; Kara Stanley, TWCVB Group Sales Specialist and Emilie Harris, TWCVB Marketing Assistant. The meeting was held in The Woodlands Township Board Chambers.

Agenda Item No. 1 Pledge of Allegiance; Chairman Bunch led the Pledge of Allegiance to the United States flag and the Pledge to the Texas flag.

Agenda Item No. 2 Call to order and adoption of Agenda; Chairman Bunch called the meeting to order at 11:33 a.m. and called for the Adoption of the Agenda for this meeting that was developed and duly posted as required by law. A Motion was made by Vice Chairman Domenick to adopt the agenda. This motion was seconded by Director Parsons. Motion carried by unanimous vote. Agenda adopted.

Agenda Item No. 3 Public Comment; None

Agenda Item No. 4 Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; and to consult

with the Corporation's attorney pursuant to §551.071, Texas Government Code; No Board action necessary.

Agenda Item No. 5 Reconvene in public session; The board reconvened at 1:36 p.m. Chairman Bunch had to leave the meeting at this time, so Vice Chairman Domenick assumed the Chairman role in his absence.

Agenda Item No. 6 Receive, consider and act upon recommendations regarding The Woodlands Waterway Cruisers; No action at this time

Agenda Item No. 7 President's Report; The report was forgone due to time.

Agenda No. 19 Board announcements; None

Agenda No. 20 Consideration of agenda items for next meeting; None

Agenda No. 21 Adjournment; Director Robb motioned to adjourn. Director Norrell seconded. Motion passed unanimously. Adjourned at 1:14 p.m.

Dr. Ed. Robb, III, Secretary/Treasurer
The Woodlands CVB Board of Directors

Date

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Consider and approve Financial Report through September 2015;

BACKGROUND:

Please see attached.

RECOMMENDATION

Approve Financial Report as presented.

Attachments

Financial Report - September 2015

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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GENERAL PURPOSE FINANCIAL STATEMENTS
September 30, 2015

*These financial statements are unaudited and intended for informational
and internal discussion purposes only.*

THE WOODLANDS CONVENTION & VISITORS BUREAU
Balance Sheet
As of September 30, 2015

Assets and Other Debits

Cash	1,229,881
Other Receivables	222,677
Due from Other Funds	248,265
Prepaid Expenses	-

Total Assets

1,700,823

Liabilities and Fund Balance

Current Liabilities

A/P and Accrued Liabilities	47,420
Due to Other Funds	90,370

Fund Balance

Undesignated - CVB	1,504,040
Designated - Waterway Cruisers	58,993

Total Liabilities and Fund Balance

1,700,823

THE WOODLANDS CONVENTION & VISITORS BUREAU
Budget and Actual
For the Nine Months Ended September 30, 2015

	9/30/2015 YTD Budget	9/30/2015 YTD Actual	Favorable/ (Unfavorable)
REVENUE			
Operating Transfers	458,976	458,976	-
Supplemental Hotel Occupancy Tax	1,160,717	1,305,963	145,246
Interest Income	380	871	491
Sponsorships	189,750	311,250	121,500
Event Revenue	45,000	64,362	19,362
Program Income - Waterway Cruisers	363,091	93,726	(269,366)
Subtotal	2,217,914	2,235,147	17,233 (A)
GENERAL EXPENSES			
CVB Township Staff	396,916	333,122	63,794
Staff Development	15,000	15,410	(410)
Facilities Expense	21,933	21,938	(5)
Equipment Expense	5,996	7,011	(1,015)
Contracted Services	48,175	36,370	11,805
Administrative	57,003	36,055	20,948
Subtotal	545,023	449,906	95,117 (B)
ATTRACTIONS & EVENTS			
Red, Hot & Blue	274,000	252,502	21,498
Lighting of the Doves	25,000	-	25,000
Ice Rink	25,000	10,269	14,731
Winter Wonderland	13,000	-	13,000
iWOW	15,000	-	15,000
Memorial Day Event	57,500	55,119	2,381
Labor Day Event	46,200	43,248	2,952
Trick or Treat Trail	25,500	-	25,500
Live at Night	31,800	21,626	10,174
Waterway Nights	81,300	47,995	33,305
Caroling on the Square	-	-	-
Community Festivals & Events	137,000	105,144	31,856
Subtotal	731,300	535,902	195,398 (C)
DESTINATION MARKETING			
Media	268,340	215,027	53,313
Public Relations	27,000	25,650	1,350
Production	63,748	56,995	6,753
International Marketing	20,000	5,900	14,100
Cooperative Marketing	25,000	19,010	5,990
Group Sales	52,498	58,954	(6,456)
Visitor Services	80,502	78,700	1,802
Subtotal	537,088	460,235	76,853 (D)
PROMOTION			
Waterway Cruisers	522,978	172,153	350,825
Promotion	151,250	88,987	62,263
Information Distribution	70,600	39,083	31,517
Other Advertising	15,000	15,469	(469)
Business Development	4,500	2,227	2,273
Subtotal	764,328	317,919	446,409 (E)
CONTINGENCY			
	-	-	-
TOTAL EXPENDITURES	2,577,739	1,763,963	813,776
REVENUE OVER/(UNDER) EXPENDITURES	(359,825)	471,184	831,009
BEGINNING FUND BALANCE	-	1,067,831	1,067,831
ENDING FUND BALANCE	(359,825)	1,539,014	1,898,839

THE WOODLANDS CONVENTION & VISITORS BUREAU
Operating Budget Variances
For the Nine Months Ended September 30, 2015

A) Revenues

- Supplemental Hotel Occupancy Tax - The favorable variance is due to HOT revenues being higher than budgeted.
- Sponsorships - The favorable variance is due to a timing difference between actual and budgeted revenue.
- Event Revenue - The favorable variance is due to ice rink sales being higher than forecasted.
- Waterway Cruisers - Please reference separate financial statements for Waterway Cruisers included in this package for detailed revenues related to the program.

B) General Expenses

- CVB Township Staff - The favorable variance is due to lower than budgeted salary and benefits expense due to staff vacancies.
- Staff Development - The unfavorable variance is due to a timing difference between actual and budgeted expenditures.
- Equipment - The unfavorable variance is due to cell phone expenses being higher than budgeted.
- Contracted Services - The favorable variance is due primarily to lower than budgeted consulting and legal expenses.
- Administrative - The favorable variance is due primarily to lower than budgeted supplies, postage and printing expenses.

C) Attractions & Events

- Red, Hot, & Blue - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Ice Rink - The favorable variance is due to expenses being lower than budgeted for event production.
- Memorial Day - The favorable variance is due to expenses being lower than budgeted for event public safety.
- Live at Night - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Waterway Nights - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Community Festivals & Events – The favorable variance is due to a timing difference between actual and budgeted expenditures.

D) Destination Marketing

- Media - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Production - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- International Marketing - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Cooperative Marketing - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Group Sales - The unfavorable variance is due to a timing difference between actual and budgeted expenditures.

E) Promotion

- Waterway Cruisers - Please reference separate financial statements for Waterway Cruisers included in this package for detailed expenditures related to the program.
- Promotion - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Information Distributing - The favorable variance is due to a timing difference between actual and budgeted expenditures.
- Business Development - The favorable variance is due to a timing difference between actual and budgeted expenditures.

THE WOODLANDS CONVENTION & VISITORS BUREAU
2015 Sponsorship Commitments

Coca-Cola	Red, Hot, & Blue	7,500
The Woodlands Development Company	Red, Hot, & Blue	6,500
First Choice Emergency Room	Red, Hot, & Blue	3,000
BBVA Compass	Red, Hot, & Blue	25,000
HEB	Red, Hot, & Blue	4,000
First American Title Company	Red, Hot, & Blue	10,000
Global Event Logistics	Red, Hot, & Blue	7,500
Kevin Brady for Congress	Red, Hot, & Blue	3,000
Waste Management	Red, Hot, & Blue	1,000
Olive Garden	Red, Hot, & Blue	3,000
CHI St. Luke's Health - The Woodlands Hospital	Red, Hot, & Blue	1,500
City of Shenandoah	Red, Hot, & Blue	7,500
America's ER	Red, Hot, & Blue	10,000
CHI St. Luke's Health - Springwoods Village	Red, Hot, & Blue	1,500
	TOTAL	91,000
Noodles and Company	Lighting of the Doves	2,500
	TOTAL	2,500
The Woodlands Young Learners Academy	Ice Rink	1,500
Kroger	Ice Rink	3,000
Coca-Cola	Ice Rink	2,500
The Woodlands Development Company	Ice Rink	2,500
Wells Fargo	Ice Rink	3,000
Xfinity	Ice Rink	4,000
Texas Children's Hospital	Ice Rink	25,000
Planet Ford	Ice Rink	25,000
The Strong Firm	Ice Rink	6,500
America's ER	Ice Rink	3,000
	TOTAL	76,000
Donoho's Jeweller	Winter Wonderland	20,000
	TOTAL	20,000
Physicians ER	iWOW	2,500
Coca-Cola	iWOW	5,000
Waste Management	iWOW	1,000
CenterPoint Energy	iWOW	7,000
Texas Children's Hospital	iWOW	5,000
Service King Collision Repair Center	iWOW	5,000
America's ER	iWOW	2,000
	TOTAL	27,500
The Woodlands Development Company	Memorial Day	2,000
Wells Fargo	Memorial Day	15,000
The Woodlands Resort & Conference Center	Memorial Day	2,500
America's ER	Memorial Day	9,000
	TOTAL	28,500
The Woodlands Development Company	Labor Day	1,500
Five Point Credit Union	Labor Day	1,500
RE/MAX The Woodlands & Spring	Labor Day	1,500
Waste Connections of Texas	Labor Day	10,000
	TOTAL	14,500
Kroger	Trick or Treat Trail	2,500
The Woodlands Development Company	Trick or Treat Trail	2,000
The Woodlands Young Learners Academy	Trick or Treat Trail	2,500
Wells Fargo	Trick or Treat Trail	10,000
Waste Management	Trick or Treat Trail	1,000
Texas Children's Hospital	Trick or Treat Trail	2,000
	TOTAL	20,000

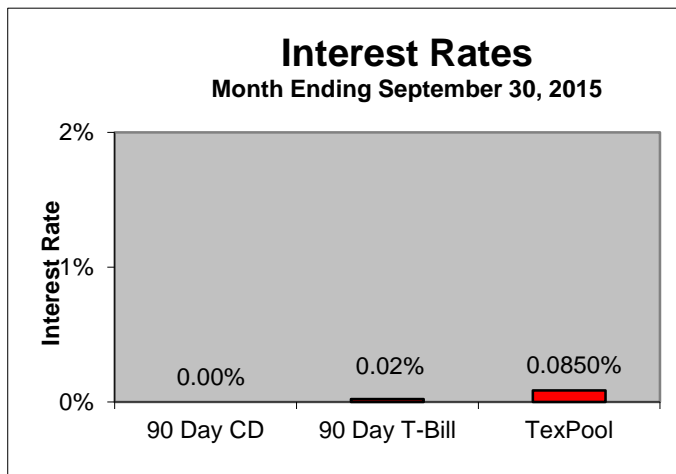
THE WOODLANDS CONVENTION & VISITORS BUREAU
2015 Sponsorship Commitments

Kroger	Live at Night	2,000
RE/MAX The Woodlands and Spring	Live at Night	2,000
The Woodlands Development Company	Live at Night	1,500
Broadstone Sierra Pines	Live at Night	2,000
Wells Fargo	Live at Night	5,000
Toll Brothers	Live at Night	1,000
Huntington Learning Center	Live at Night	1,000
	TOTAL	14,500
Toll Brothers	Waterway Nights	2,000
Noodles and Company	Waterway Nights	2,000
RE/MAX The Woodlands and Spring	Waterway Nights	2,000
Broadstone Sierra Pines	Waterway Nights	2,000
The Woodlands Development Company	Waterway Nights	1,500
NextCare Urgent Care	Waterway Nights	2,000
Planet Ford	Waterway Nights	2,000
Kona Ice	Waterway Nights	1,000
Frost Bank	Waterway Nights	2,000
Bella Destino	Waterway Nights	250
	TOTAL	16,750
Total Pledged Commitments		311,250

THE WOODLANDS CONVENTION & VISITORS BUREAU
Cash Report as of September 30, 2015

Investment Type	Description/ Location	Maturity	Beginning Balance	Monthly Activity	Earnings	Ending Balance	Beginning Market	Ending Market	Avg. % Yield
Choice IV Commercial Checking with Interest	Wells Fargo Checking Account	Open	\$ 1,159,528	\$ 148,743	\$ 96	\$1,308,367	\$1,159,528	\$1,308,367	0.09%
			Total	\$ 1,159,528	\$ 148,743	\$ 96	\$1,159,528	\$1,308,367	0.09%

YTD \$ 871



** The 90 day CD rate is taken from the Federal Reserve website. "An average of dealer bid rates for CD's that are actively traded in the secondary market and are issued by top-tier banks. Bids are generally for CD's issued in denominations of \$1,000,000 or greater. Responses are not reported when the number of respondents is too few to be representative."

The Woodlands Waterway Cruisers



Supplemental Information September 30, 2015

These financial statements are unaudited and intended for informational and internal discussion purposes only.

THE WOODLANDS WATERWAY CRUISERS
Budget and Actual
Year to Date ending September 30, 2015

	YTD Budget	YTD Actual	Favorable/ (Unfavorable)	
REVENUE				
Charters	10,000	7,050	(2,950)	
Sponsorships	4,000	-	(4,000)	
Fares	95,247	86,676	(8,572)	
Grant Reimbursement	253,844	-	(253,844)	
Subtotal	<u>363,091</u>	<u>93,726</u>	<u>(269,366)</u>	(A)
 <u>TOTAL REVENUE</u>	 <u>363,091</u>	 <u>93,726</u>	 <u>(269,366)</u>	
 CONTRACTED SERVICES				
Maintenance & Operations	155,998	166,214	(10,216)	
Legal	2,000	-	2,000	
Consulting	10,000	-	10,000	
Subtotal	<u>167,998</u>	<u>166,214</u>	<u>1,784</u>	(B)
 MARKETING AND PLANNING SUPPORT				
Promotional Supplies	10,000	5,939	4,061	
Subtotal	<u>10,000</u>	<u>5,939</u>	<u>4,061</u>	(C)
 ADMINISTRATIVE				
Insurance	27,675	-	27,675	(D)
Subtotal	<u>27,675</u>	<u>-</u>	<u>27,675</u>	
 <u>TOTAL OPERATING EXPENDITURES</u>	 <u>205,673</u>	 <u>172,153</u>	 <u>33,520</u>	
 REVENUE OVER/(UNDER) OPERATING EXPENDITURES	 <u>157,418</u>	 <u>(78,428)</u>	 <u>(235,846)</u>	
 CAPITAL EXPENDITURES	 <u>317,305</u>	 <u>-</u>	 <u>317,305</u>	(E)
 TOTAL REVENUE OVER EXPENDITURES	 <u>(159,887)</u>	 <u>(78,428)</u>	 <u>81,459</u>	
<i>(Including Capital Expenditures)</i>				
 BEGINNING FUND BALANCE	 <u>137,420</u>	 <u>137,420</u>	 <u>-</u>	
ENDING FUND BALANCE	<u>(22,467)</u>	<u>58,993</u>	<u>81,459</u>	

NOTES:

- The "unaudited" 2015 Beginning Fund Balance is the remaining balance from a one-time contribution of \$500,000 from The Woodlands Township. As of January 1, 2015, \$272,251 of the fund balance has been used for capital renovations to the cruisers and \$90,329 for operations.
- As of April 1, 2014 Waterway Cruiser insurance is covered by Brazos Transit District.
- Expenditures are recorded in the month the service was received.

THE WOODLANDS CONVENTION & VISITORS BUREAU
Operating Budget Variances
Year to Date ending September 30, 2015

A) Revenues

- Charters - Includes fees for all charters booked by Landry's and all private charters booked through the District. Charter revenues reflect a unfavorable variance for the year.
- Sponsorships - No sponsorship revenue has been received relative to the Waterway Cruisers.
- Fares - While ridership for 2015 is slightly down from 2014, a contributing factor in the unfavorable variance is due to a timing difference between budget and actual. Although the budget reflects an even distribution of the annual budget over twelve months (\$11,250 - monthly), fare revenue is typically lower in the winter months, and peaks during the spring and summer months.
- Grant Reimbursement - The unfavorable variance is related to the capital expenditures. Eighty percent (80%) of the motor and generator replacement expenditures is grant reimbursable.

B) Contracted Services

- Legal - There have been no legal expenditures incurred in 2015.
- Consulting - There have been no consulting expenditures incurred in 2015.

C) Marketing and Planning Support

- Promotional Supplies - The year to date favorable variance is due to marketing and promotional items being lower than forecasted.

D) Administrative

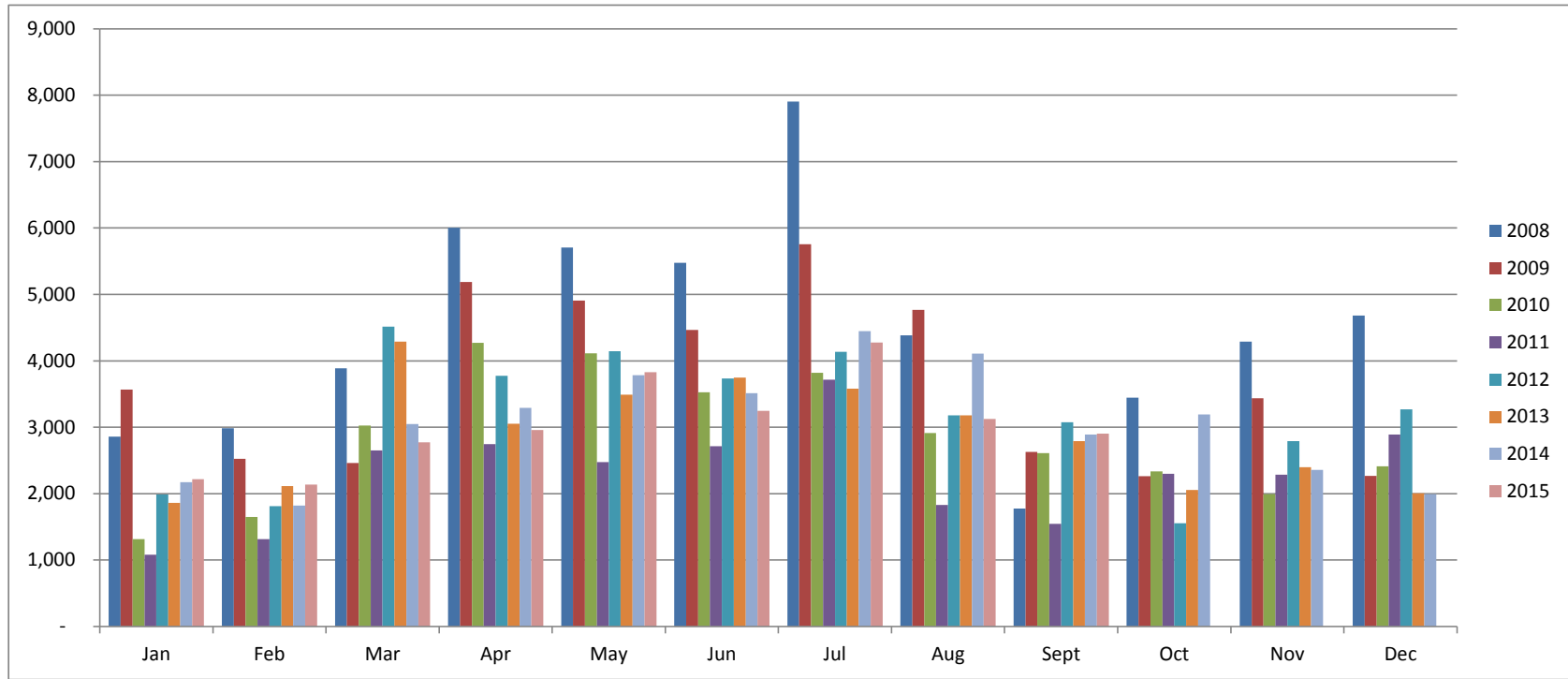
- Insurance - The year to date favorable variance is due to insurance being provided by Brazos Transit District. The Township's insurance expense was provided through March 2014 and was not renewed thereafter.

E) Capital Expenditures

- Motor and Generator Replacements - The favorable variance is due to a timing difference between actual and budgeted capital expenditures.

Waterway Cruiser Ridership

January 2008 - September 2015



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2008	2,859	2,987	3,888	6,003	5,708	5,477	7,906	4,383	1,778	3,447	4,289	4,683	53,408
2009	3,566	2,526	2,463	5,187	4,908	4,464	5,757	4,768	2,628	2,263	3,438	2,270	44,238
2010	1,314	1,650	3,024	4,272	4,115	3,528	3,822	2,913	2,613	2,335	1,992	2,411	33,989
2011	1,079	1,318	2,650	2,745	2,477	2,716	3,718	1,832	1,547	2,301	2,288	2,892	27,563
2012	1,987	1,811	4,515	3,777	4,144	3,735	4,138	3,178	3,075	1,555	2,792	3,269	37,976
2013	1,864	2,114	4,288	3,052	3,492	3,747	3,579	3,178	2,791	2,057	2,399	2,005	34,566
2014	2,175	1,819	3,049	3,292	3,786	3,514	4,446	4,108	2,892	3,195	2,359	1,994	36,629
2015	2,219	2,138	2,775	2,959	3,830	3,245	4,278	3,126	2,902				

	2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Operating Cost	\$	16,977	\$ 15,689	\$ 19,964	\$ 15,660	\$ 27,028	\$ 17,298	\$ 18,734	\$ 16,827	\$ 18,038	\$ -	\$ -	\$ -
Cost Per Rider	\$	7.65	\$ 7.34	\$ 7.19	\$ 5.29	\$ 7.06	\$ 5.33	\$ 4.38	\$ 5.38	\$ 6.22			

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Consider, receive and act upon Waterway Cruiser operational hours including schedule and extension until March 31, 2016;

BACKGROUND:

The Goodman Corporation (TGC) has previously completed a comprehensive analysis on the operation of Waterway Cruiser services by The District based upon a review of passengers per boat and passengers per hour. This analysis resulted in the reduction of the Waterway Cruiser operating hours for FY 2013 –FY 2015. TGC has reviewed the current operating schedule and believes that the amount of operating hours can be further reduced. As indicated in Exhibit A, the further reduced schedule, which is achieved through a minor adjustment in Waterway Cruiser start times, will reduce the subsidy required to support the Waterway Cruiser service from \$203,000 to \$125,000. The proposed schedule changes would be made to Waterway Cruisers as soon as possible.

RECOMMENDATION

Authorize a reduction in Waterway Cruiser operational hours in accordance with the recommendation of The Goodman Corporation.

Attachments

Exhibit A - Reduced Schedule

EXHIBIT A

Alternate Schedule

In reviewing the Existing Schedule it is TGC's recommendation that start times for Water Cruiser service on Friday should begin at 2 p.m. and end at 10:00 p.m., and on Saturday and Sunday should begin at noon and end at 10:00 and 8:00 p.m. respectively. This would reduce annual operating hours (not including Holidays and Special Events). In addition, it is recommended that Water Cruiser operations be further limited during the colder months of December and January, except for the Christmas through New Years holiday period. This would provide an annual regularly scheduled service for calendar year 2016 as follows:

Friday - Two boats operating from 2 p.m. to 10:00 p.m.
Saturday - Two boats operating from noon to 10:00 p.m.
Sunday - Two boats operating from noon to 8:00 p.m.

Annual operating hours:	2,028
Cost per operating hour:	\$84
Annual operating cost:	\$170,352
Annual estimated revenue:	\$59,623 ¹
Annual subsidy requirement:	\$110,729

January 29th: Initiate new year services through December 3rd less 6 special event/holiday weekends through year = 39 weekends x 26 weekend hours per boat x 2 boats
= 2,028 regular annual hours x \$84 per hour
= \$170,352 annual cost.

Event/Holiday Schedule for Provision of Extra Boat/Weekday Service (weekday service utilizes Sunday schedule)

CISD Spring Break – service Monday – Thurs (64 hours)
Memorial Hermann Ironman Texas Event Schedule – extra boat on Friday, Sat, Sun (78 hours)
Memorial Day – service on Monday, extra boat Fri, Sat, Sun, Mon (102 hours)
Fourth of July – service on Monday, extra boat Fri, Sat, Sun, Mon (102 hours)
Labor Day– service on Monday, extra boat Fri, Sat, Sun, Mon (102 hours)
Thanksgiving Weekend – extra boat on Friday, Sat, Sun (78 hours)
Christmas Eve – service, extra boat (30 hours)
New Year's Eve – extended service (noon to midnight) extra boat (36 hours)
Waterway Arts Festival – extra boat Fri, Sat, Sun (78 hours)

Special Event Operating Cost and Revenue

Annual operating hours:	670
Cost per operating hour:	\$84
Annual operating cost:	\$56,280
Annual estimated revenue:	\$42,210 ²
Annual subsidy requirement:	\$14,070

¹ Based on 34.5% farebox recovery (average annual farebox recovery)

² Assumes ridership higher than usual farebox recovery (75%)

Alternative Scenario Totals (Regular + Special Event)

Annual operating hours:	2,698
Cost per operating hour:	\$84
Annual operating cost:	\$226,632
Annual estimated revenue:	\$101,833
Annual subsidy requirement:	\$124,799

Projected Total Annual Subsidy

\$124,799 compared to \$202,960 under current operating scenario

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Consider, receive and act upon issuance of a Request for Proposal (RFP) to sell up to six (6) Waterway Cruisers and provide alternative water craft recommendations;

BACKGROUND:

Staff is seeking authority to allow The Goodman Corporation to develop an advertisement (in collaboration with CVB staff) and list up to six of the Waterway Cruisers for sale on the open market. This request is being made so that the CVB can determine the actual market value of the Cruisers and to gauge potential interest.

TGC will prepare a list of potential individuals/entities who may be interested in purchasing the existing Cruisers. These individuals will be contacted and their level of interest will be documented. Additionally, TGC will develop a list of web sites and publications in which the boats can be listed for sale. Through collaboration with the CVB staff, TGC will list the vessels and will field any questions by potential purchasers for a thirty (30) day period. TGC will arrange for inspection of Water Cruisers for prospective buyers, through coordination with The District. All conversations will be summarized and shared with CVB staff.

Additionally, The Goodman Corporation will provide research regarding adjunct watercraft to include one to two recommended vessels along with detailed costs, vendor information, and delivery time-lines.

TGC will provide a report at the following board meeting that summarizes the level of interest in the Cruisers. The TGC cost associated with this item is \$5,500.

RECOMMENDATION

To be determined by The Woodlands Convention & Visitors Bureau Board of Directors.

Attachments

No file(s) attached.

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon Request for Expressions of Interest (RFEI) for Contractors/Service Providers to provide Waterway Cruiser Service;

BACKGROUND:

Staff is seeking authorization to release a Request for Expressions of Interest” (RFEI) document so that additional information can be gathered that might lead to a more formal Request for Qualifications or other negotiations towards a multi-year operating contract. This next phase would be completed in the coming months and would be dependent on the CVB/Township bringing the service in-house.

In collaboration with CVB staff, TGC will facilitate the release of the RFEI for a contractor to operate the service. As part of this effort, TGC will compile a list of vendors/entities who should receive the RFEI directly. TGC will act as the point of contact for this RFEI request and will provide additional information as needed to interested parties. Upon the completion of the advertisement period, TGC will review the responses and summarize them in a memorandum to CVB staff. The summary memorandum will include recommendations for how to best proceed.

TGC will provide a report at the following board meeting that summarizes the level of interest by alternative service providers. The TGC cost associated with this item is \$4,500.

RECOMMENDATION

To be determined by The Woodlands Convention & Visitors Bureau Board of Directors.

Attachments

No file(s) attached.

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the agreement between The Atkins Group and The Woodlands CVB for 2016 Advertising Agency of Record;

BACKGROUND:

The Woodlands Convention & Visitors Bureau (TWCVB)'s 2016 Destination Marketing plan will incorporate advertising, international marketing, technology initiatives including websites and mobile apps, group sales and cooperative advertising among other opportunities to continue attracting visitors and groups to The Woodlands.

After an extensive Request for Proposal (RFP) process in July 2014, The Atkins Group was approved as TWCVB's 2015 Advertising Agency of Record with rights to two (2), one (1) year renewal periods without RFP process needed in calendar year 2016 and 2017 by TWCVB Board of Directors at the September 3, 2014 meeting.

It is recommended by CVB staff to continue with The Atkins Group as the official agency of record for the CVB in 2016.

RECOMMENDATION

Approve the First Amendment to Advertising Agency Services Agreement between The Atkins Group and TWCVB for 2016 destination marketing services, and authorize the President to execute the contract in connection therewith.

Attachments

2015 Master Services Agreement - Advertising Agency

2016 Amendment - Advertising Agency

ADVERTISING AGENCY SERVICES AGREEMENT

THIS ADVERTISING AGENCY SERVICES AGREEMENT (“**Agreement**”) made effective as of the 1st day of January, 2015 (“**Effective Date**”), by and between Atkins International, LLC d/b/a The Atkins Group (“**Agency**”), and The Woodlands Convention & Visitors Bureau, a Texas non-profit corporation (“**TWCVB**”) (Agency and TWCVB are each a “**Party**” and are collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Parties desire to enter into a service agreement whereby Agency shall be retained to provide advertising and marketing services on behalf of TWCVB.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agree as follows:

TERMS

ARTICLE I: ENGAGEMENT OF AGENCY

1.1 Agency Obligations: TWCVB hereby engages Agency, and Agency hereby agrees to serve as TWCVB’s advertising agency of record for the preparation and placing of advertising and marketing communications and materials pursuant to TWCVB’s Destination Marketing campaign. Agency is hereby authorized to purchase media and outside creative work on TWCVB’s behalf as TWCVB’s agent, pending TWCVB’s approval of such purchases. Agency shall devote its best efforts to further TWCVB’s interests and endeavor to make its marketing plan successful. Agency shall supervise all media, environmental graphic design, packaging, collateral, and promotional materials for appearance, accuracy, timeliness, position, size, and mechanical reproduction. Agency shall credit and pay all bills incurred on behalf of the TWCVB’s account, and shall make no commitments or disbursements or incur obligations for TWCVB’s account without authorization or approval from TWCVB.

1.2 Non-Exclusivity: The Parties acknowledge and agree that the services provided hereunder are provided on a non-exclusive basis, and nothing herein shall be construed as prohibiting TWCVB from engaging similar services with third parties during the Term of this Agreement.

1.3 Intellectual Property: The Parties agree that upon final payment for services rendered, any and all final products developed and delivered by Agency to TWCVB pursuant to this Agreement shall be deemed a work for hire and shall become the property of TWCVB, and TWCVB shall own and have all rights, title and interest, including, but not limited to copyright, to any such products; provided, however, that such products may subject to ongoing license fees, usage fees, renewal fees, and other third-party ownership considerations if such products do not convey complete ownership to TWCVB, which Agency shall provide

notice thereof. To the extent necessary, and subject to any third-party considerations as noted above, Agency agrees to develop and execute any documents, give all oaths or testimony, and otherwise give all assistance deemed by TWCVB to be necessary or desirable to secure, maintain, or defend TWCVB's ownership of such intellectual property products.

1.4 Agency's Representations and Warranties. Agency represents and warrants to TWCVB that: i) it has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder; ii) it shall use all commercially reasonable efforts to perform the services and obligations hereunder in a good and workmanlike manner; iii) that the services and obligations hereunder produced by Agency are wholly original to Agency, or Agency has acquired the necessary rights from third parties to contribute and include the same, and that the services and obligations provided will not violate or infringe upon any other party's copyright, patent, trademark or other intellectual property right; and iv) that all obligations produced shall be fit for their intended purpose and of industry standard quality and workmanship.

ARTICLE II: CONFIDENTIALITY

Agency shall not, without TWCVB's prior written authorization, reveal or make available any confidential information or trade secrets regarding TWCVB's products, business, customers, or methods of operation learned by Agency during the term of this Agreement.

ARTICLE III: PAYMENT

3.1 Service Fees and Media Purchases: All services provided by Agency shall be billed according to Agency's hourly quotes, which shall be submitted in writing and approved by TWCVB prior to any charges being incurred. Such quote estimates detail all production costs and reflect a plus or minus ten percent (10%) contingency factor in addition to any specifically stated contingency. If changes and/or additional unforeseen services/costs are necessary to complete a job, a change order will be issued to TWCVB for review and approval. On all media purchased by Agency, Agency shall bill TWCVB at the published card rates after negotiation, to yield fifteen percent (15%) standard agency commission. The total expense billings in 2015 shall not exceed \$591,787.00, which shall be allocated as follows:

Destination Marketing Media	\$357,787.00
Destination Marketing Production	\$85,000.00
International Marketing	\$20,000.00
Cooperative Marketing	\$25,000.00
Group Sales	\$70,000.00
Website	\$34,000.00
Additional Projects as Authorized by Client	

3.2 Payment: Payments will be made by TWCVB on all uncontested amounts within thirty (30) calendar days after receipt of invoice based on TWCVB's accounts payable calendar.

3.3 Invoices: All invoices shall be prepared by Agency according to the quotes submitted to and agreed upon by TWCVB. Invoices shall indicate in sufficient detail the type of services provided, time and date of the services, and the name of the project the services were provided in connection with. As acting agent for TWCVB, Agency will prepare and deliver media invoices to TWCVB upon approval of the contractual obligation of the insertion order, which will be no less than 30 days and no more than 45 days in advance of media run date. Agency agrees that following reasonable prior notice, any and all contracts, agreements, correspondences, books, accounts, and other information relating to TWCVB's business or this Agreement shall be available for inspection by TWCVB and TWCVB's outside representatives pursuant to any contested invoice amounts.

ARTICLE IV: INDEMNIFICATION

AGENCY AND ITS AGENTS, CONTRACTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, HEREBY ASSUME RESPONSIBILITY FOR, AND AGREE TO INDEMNIFY, HOLD HARMLESS, PROTECT AND DEFEND TWCVB AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, REASONABLE ATTORNEYS' FEES AND COURT COSTS, OUT-OF-POCKET EXPENSES, DAMAGES (INCLUDING COMPENSATORY AND PUNITIVE DAMAGES) AND LIABILITIES, ARISING FROM OR RELATING TO ANY ITEM PREPARED BY AGENCY OR AT AGENCY'S DIRECTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF LIBEL, SLANDER, PIRACY, PLAGIARISM, INVASION OF PRIVACY, OR INFRINGEMENT OF COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY INTEREST ARISING OUT OF THE SERVICES PROVIDED BY AGENCY OR FROM AGENCY'S OBLIGATIONS UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE V: INSURANCE

Agency shall obtain and maintain during the term of this Agreement commercial general liability, worker's compensation, and public liability insurance coverages in accordance with the requirements specified in Exhibit "A", attached hereto and incorporated by reference. Agency shall provide to TWCVB a copy of the declarations page from all such policies required under this Agreement or other certificate of insurance within thirty (30) days of the Effective Date hereof.

ARTICLE VI: TERM AND TERMINATION

6.1 Term: The term of this Agreement shall commence as of the Effective Date and shall terminate on December 31, 2015 ("Initial Term"). Thereafter, this Agreement may be

renewed for two (2) successive one (1) year periods (each a “Renewal Term”) at the sole discretion of TWCVB, upon prior written notice to Agency, no less than sixty (60) days before the end of the then current term, of its intent to renew this Agreement for a Renewal Term (the Initial Term and each Renewal Term are collectively referred to herein as the “Term”).

6.2 Termination: This Agreement may be terminated by TWCVB prior to the end of the then current Term only “for cause”, unless otherwise mutually agreed upon in writing by the Parties. If terminated by TWCVB “for cause”, the Agreement shall be terminated immediately upon delivery of the written notice of termination. For purposes of this Agreement, the term “for cause” shall be defined as:

(a) Willful and continued failure of Agency to perform the duties or obligations (including covenants hereunder) required under this Agreement in a satisfactory manner as determined by TWCVB; or

(b) Any dishonesty by Agency in its dealings with TWCVB, its employees, customers, suppliers, or any third party in relation to the business of TWCVB, the commission of fraud by Agency, or gross negligence in the performance of the duties of Agency.

Upon termination of this Agreement, Agency will provide an estimate for hourly fees associated with packaging and sending of all final files, which TWCVB may accept or reject in its sole discretion.

ARTICLE VII: TRANSITION

From and after the date of execution, below, the Parties agree to work cooperatively to jointly engage in discussions with John Manlove Marketing & Communications regarding Agency’s assumption of TWCVB’s advertising and marketing services and the orderly transition of providing such services.

ARTICLE VIII: TRAVEL

Prior to TWCVB incurring or being liable for any travel related costs or expenses, Agency shall be required to submit, and receive prior approval from TWCVB for, all travel dates and costs by quote or change order (as appropriate), as provided in Article III above, for any business related meetings, content production activities, site visits and event promotion activities. Approved travel expenses and per diem for reasonable and necessary authorized travel will be paid in accordance with Agency travel policy and calculated as follows:

8.1 Air Transportation: Every effort will be made to secure the most time and cost efficient mode of travel. If necessary, Agency will purchase airfare at the lowest fare available and within the planning timetable. If schedule changes are required by TWCVB, any adjustment to the fare will be added. If travel is cancelled and Agency is able to reuse

funds on a previously purchased ticket at no cost, that cost will be credited to TWCVB. If it is a non-refundable ticket, TWCVB will be billed for the fare and/or any change fees that may apply. Airfare will be billed to TWCVB at net cost with no markup.

8.2 Ground Transportation: \$75 per day will be assessed for ground transportation daily. This rate covers fuel, parking and maintenance of Agency vehicle. If a specialty vehicle is needed, or Agency's vehicle is not available, actual rental car receipts will be provided along with parking and fuel receipts. Agency will use every effort to secure the lowest rental car rate available and with the planning timetable.

8.3 Lodging: Every effort will be made to secure the lowest rate possible for comfortable and secure lodging, including utilizing an available corporate rate established by Agency when available. Actual receipts will accompany billing.

8.4 Meals: A per diem rate of \$50 per day will be charged for meals and any incidentals. For billing purposes, a day consists of more than four (4) hours away from the corporate office during regular business hours. This will be charged in conjunction with travel and does not necessarily require an overnight stay.

ARTICLE IX: GENERAL PROVISIONS

9.1 Employment Agreements: Agency agrees to maintain signed employment agreements with all Agency employees, each such agreement to contain provisions for proper work time behavior and a clear statement of acts considered to be just cause for immediate termination, including but not limited to: (i) weapon possession; (ii) drug abuse or alcohol intoxication; (iii) immoral, illegal, or indecent behavior; (iv) disrespectful conduct; (v) use of vulgarities; and (v) abuse of Agency and TWCVB property.

9.2 Waiver: Except as provided for specifically herein, no delay or omission by any Party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. Waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, unless such a waiver is expressly executed by all Parties in writing.

9.3 Severability: If any part of this Agreement contravenes any applicable statutes, regulation, rules or common law requirement, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

9.4 Independent Contractor: The Parties agree that Agency is an independent contractor with regard to all services provided under this Agreement. No Party shall hold itself out as an employee or agent of the other Party. No Party has any authority to enter into any contract on behalf of the other, except as expressly provided herein.

9.5 Governing Law and Venue: This Agreement shall be governed by, construed, and

enforced in accordance with the laws of the State of Texas. The Agreement is performable in Montgomery County, Texas, and the Parties agree that venue for any legal dispute under the Agreement shall be Montgomery County, Texas. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to The Agreement shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

9.6 Jury Trial: THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT BEFORE THE COURTS HAVING JURISDICTION OVER MONTGOMERY COUNTY, TEXAS, EACH PARTY WAIVING ANY CONTEST TO JURISDICTION OR VENUE IN SUCH COURTS. THE PARTIES FURTHER ACKNOWLEDGE THEIR RESPECTIVE RIGHTS TO HAVE A TRIAL BEFORE A JURY AND HEREBY WAIVE SUCH RIGHT IN FAVOR OF A TRIAL BEFORE A JUDGE.

9.7 Miscellaneous: All of Agency's rights are subject to any federal, state, and local laws and ordinances applicable to and during the any event of TWCVB. Agency agrees to comply with all such laws and ordinances.

9.8 Assignment: The Services of Agency are considered specific to Agency, and TWCVB has executed this Agreement based upon the special skills of Agency specifically; therefore, this Agreement and the rights and duties created hereunder shall not be assignable or delegable by Agency without the express written consent of TWCVB.

9.9 Entirety of Agreement: This Agreement and any Exhibits attached hereto contain the entire understanding between the Parties and supersede any prior understanding or written or oral agreements between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement not fully expressed in this Agreement. Any modification or Amendment to this Agreement must be written and executed by all Parties.

9.10 Section Headings: Section Headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

9.11 Notices: All notifications under this Agreement shall be sent by certified U.S. mail return receipt requested. All notifications shall be sent to:

If to TWCVB:

The Woodlands Convention and Visitor's Bureau
2801 Technology Forest Boulevard
The Woodlands, TX 77381
FAX : 281-210-3499
Attn: Nick Wolda, President

If to Agency:

The Atkins Group
501 Soledad Street
San Antonio, TX 78205
FAX: 210-824-8326
Attn: Steve Atkins, President


9.12 Signatures: This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereon were upon the same instrument.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 15th
day of December, 2014.

THE ATKINS GROUP



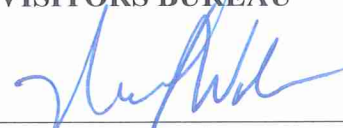
Signature
Steve Atkins

Print Name
President

Title
December 1, 2014

Date

**THE WOODLANDS CONVENTION
AND VISITORS BUREAU**



Signature
Nick Wood

Print Name
President

Title
12/15/2014

Date

Exhibit "A" – Insurance Requirements
Exhibit "B" – Agency Standard Operating Procedures

EXHIBIT "A"
INSURANCE REQUIREMENTS

Agency shall maintain and require its subcontractors to maintain at all times during the Agreement Term the following coverage at no less than the limits indicated:

<u>Worker's Compensation Insurance</u>	Statutory
Employers Liability	\$100,000
<u>Automobile Liability</u> (Including Owned and Non-Owned Autos)	
Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
<u>Commercial General Liability</u>	
Combined Single Limits for Bodily Injury and Property Damage:	
Each occurrence for premises/operations:	
Broad form CGL liability coverage	\$1,000,000
Products/ Operations aggregate	\$1,000,000
Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<u>Umbrella Liability</u>	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate
	\$ 25,000 self insured retention

Additionally, Agency's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to TWCVB, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to TWCVB, who shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement. There shall be no right of subrogation against TWCVB and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of performance of this Agreement, Agency shall furnish certificates which shall identify TWCVB as an additional insured to TWCVB in duplicate, evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Agency's obligation to completely defend, indemnify and hold harmless TWCVB.**

EXHIBIT "B"
AGENCY STANDARD OPERATING PROCEDURES

Fee Schedule:

I. Creative Fees

a. Creative Director.....	\$175
b. Associate Creative Director.....	\$150
c. Senior Art Director.....	\$150
d. Art Director.....	\$125
e. Senior Copywriter.....	\$150
f. Copywriter.....	\$125
g. Computer Design.....	\$150
h. Computer Production.....	\$125
i. Production Coordination.....	\$95
j. Traffic/Production Coordination Assistant.....	\$95

II. Account Service Fees

a. Account Service Director.....	\$195
b. Senior Account Supervisor	\$150
c. Account Supervisor.....	\$150
d. Account Planner.....	\$150
e. Account Manager/Executive	\$150
f. Assistant Account Executive	\$125
g. Account Coordinator.....	\$125

III. Media Service Fees

a. Media Director.....	\$175
b. Media Marketing Manager	\$150
c. Media Coordinator	\$95

IV. Executive Management Fees

a. President	\$225
b. Executive Vice President.....	\$225

V. Other

a. Social Media	\$125
-----------------------	-------

Percentage Fee Rates:

- I. Media placement – yield 15% commission
- II. Printing and binding, including reprints – standard 15% markup
- III. Various production services through third party vendors (i.e. typography, dubs, film, commercial production, radio production, etc.) – standard 15% markup
- IV. Research management – standard 15% markup

V. TWCVB-directed projects, which require minimal involvement of the Agency/Joint Venture
– To be determined by estimate

Compensation Models:

The scope and activity level of the work needed always determines our compensation and we develop that in agreement with your team. Secondly, we work within YOUR budget as it relates to our discussion on the objectives required for the advertising and promotion program. All of this is to maximize the return on investment within the context of your overall business plan.

There are two options we can offer to best support an effective relationship with The Woodlands Convention & Visitors Bureau:

Hourly Option – Above were a list of hourly rates by area of expertise. We work fast and focus on being efficient with our clients’ resources, while achieving the objectives of the plan. That is how we earn long-term relationships. We take fiscal responsibility seriously and ensure that resources are maximized, while remaining within the parameters we have been given.

Retainer Based Option – Upon determining the full scope of services and the appropriate level of account leadership, support and planning, we can also assign a fixed cost for projected monthly services within an annual contract, as a fee-based relationship. We analyze scope of work and explore the efficacy of matching our team resources with this monthly fee. For this option, we work within the annual budget and collectively decide where the commitment of funds should be applied, in response to seasonality of work and market opportunities. This could be applied to account stewardship, media planning and buying, digital and social services, etc. These retainers would be determined after initial definition of scope of services.

Regardless of which option is selected, or if your team elects to propose something entirely different, The Atkins Group understands the realities of budgets and will help to find ways to allocate dollars accordingly to best support the overall goals of the project.

Billing Policies:

I. Frequency of Billing – We prefer to bill once a month at the end of each month. Invoices are completed and mailed to clients by the 12th of the month following the billing period. If a client has special billing needs, we will make every attempt to meet those needs.

II. Terms of Payment – Our terms are net thirty unless other arrangements are made. Media is billed 30 days in advance of the run date to insure that funds will be available to pay vendors when we are invoiced.

III. Accounting for Proof of Performance – If requested by the client, we can provide back up for client production invoices that include copies of vendor invoices, showing the net costs paid by the agency. Affidavits from broadcast media can be submitted after the flight has run and tear sheets (or entire magazines) can be submitted for all print media.

Accounting and Internal Auditing Procedures:

We use Workamajig (WMJ) software for all of our job management, accounting, production and trafficking needs.

Each new project is entered into the system, giving it a unique job number so that all information and costs can be entered onto the job and tracked, giving us a complete history of work done. A creative brief is written, giving the creative team direction, and estimates are made based on client budgets and scope of work. Estimates are presented to the client for review and approval prior to work beginning.

After the estimate is approved, purchase orders are issued to outside vendors for any hard costs that will be applied to the job. As the job progresses, employees will post their time to the job thereby showing actual charges on the job, including employee time, vendor costs and miscellaneous expenses, if any.

As vendor invoices come in, they are matched to the correct purchase order and posted to the job through the accounts payable portion of the WMJ software. If the invoice does not match the purchase order, it is sent back to the traffic department where the traffic manager contacts the vendor and determines the cause for the difference between the purchase order and the invoice. We require the same check system for media insertion orders. Media vendor invoices are matched to the insertion order and in the event they do not match the ordered amount, the vendor invoices are sent to the media department for reconciliation.

At the end of the month billing worksheet reports are run showing all time and hard costs posted to each job. The agency's client account manager reviews, matches to estimate, revises if necessary, and then approves a billing amount from these billing worksheets. From these reports, invoices are generated.

Payments are posted to the invoices as soon as they arrive and vendor payments are made during the next semi-monthly check run in keeping with our policy of paying vendors within 30 days.

Each month our billing and financial statements are reviewed by a CPA, in keeping with generally accepted accounting principles.

**FIRST AMENDMENT TO
ADVERTISING AGENCY SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO ADVERTISING AGENCY SERVICES AGREEMENT (this "Amendment") is made as of November 1, 2015 (the "Effective Date") by and among **ATKINS INTERNATIONAL, LLC** d/b/a **THE ATKINS GROUP** ("Atkins"), and **THE WOODLANDS CONVENTION & VISITORS BUREAU**, a Texas non-profit corporation ("TWCVB") (Atkins and TWCVB are herein collectively referred to as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into that certain ADVERTISING AGENCY SERVICES AGREEMENT, dated January 1, 2015 (the "Original Agreement"); and

WHEREAS, it is the intent of the Parties by this Amendment to amend such Original Agreement to extend the Term of such Original Agreement and to provide for additional modifications.

NOW, THEREFORE, by the execution hereof and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of the following mutual covenants and agreements, the Parties accept the following:

1. Capitalized terms used herein and not defined herein have the respective meanings ascribed to such terms in the Original Agreement.
2. Pursuant to Section 6.1 of the Original Agreement, the Parties acknowledge that TWCVB wishes to extend the Term beyond the time period provided in the Original Agreement. Accordingly, the Parties hereby agree and acknowledge that the Term of the Original Agreement is hereby extended by a period of one (1) year, beginning on January 1, 2016 and ending on December 31, 2016.
3. The last sentence of Section 3.1 of the Original Agreement and its subsequent chart are hereby deleted in their entirety and replaced with the following:

"The total expense billings in 2016 shall not exceed \$1,059,000.00, which shall be allocated as follows, subject to the sole discretion of TWCVB:

Destination Marketing Media	\$620,000.00
Destination Marketing Production	\$140,000.00
International Marketing	\$20,000.00
Cooperative Marketing	\$25,000.00
Group Sales	\$180,000.00
Website	\$34,000.00
Niche Market Outreach	\$40,000.00
Additional Projects as Authorized by Client"	

4. The Fee Schedule in Exhibit “B” of the Original Agreement is hereby deleted in its entirety and replaced by the Fee Schedule shown on Exhibit A, attached hereto.
5. All terms and conditions of the Original Agreement remain unchanged except to the extent modified by this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

ATKINS INTERNATIONAL, LLC
D/B/A THE ATKINS GROUP

By: _____
Name: _____
Title: _____

THE WOODLANDS CONVENTION AND
VISITORS BUREAU

By: _____
Name: Nick Wolda
Title: President

Exhibit A



TAG Proposed Service Category	TAG Proposed Service Description	TAG Proposed Rate
Account Service - Coordination		\$125
Account Service - Management		\$150
Account Service - Strategy		\$225
Analytics - Coordination		\$125
Analytics - Management		\$150
Brand Development - Management		\$175
Brand Development - Strategy		\$225
Creative - Production		\$100
Creative - Art Direction		\$125
Creative - Copywriting		\$150
Creative - Concept		\$175
Digital - Content Input & Migration		\$75
Digital - Programming		\$100
Digital - Design/Development		\$150
Media - Coordination		\$100
Media - Planning/Buying		\$150
Production & Traffic - Coordination		\$75
Production & Traffic - Management		\$100
Public Relations - Coordination		\$125
Public Relations - Management		\$150
Public Relations - Strategy		\$175
Public Relations - Crisis		\$225
Research - Coordination		\$100
Research - Management		\$150
Social/Content - Coordination Marketing		\$125
Social/Content - Management Marketing		\$150
Social/Content - Strategy Marketing		\$175
Technology - Management		\$150
Technology - Strategy		\$175
Video - Development & Editing		\$125
Travel - Associate		\$60
Travel - Senior Associate		\$75
Travel - Principal/Partner		\$100
Blended Rate		\$150

Service Contractors billed at agency's standard service rate when applicable or 15-20% Markup on Expenses
 Travel & Related expenses billed actual

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the Service Agreement between The Woodlands Township and The Woodlands Convention & Visitors Bureau;

BACKGROUND:

Annually, The Woodlands Township and The Woodlands Convention & Visitors Bureau (the CVB) enter into a Service Agreement. The Agreement outlines the services to be provided by each party as well defines the Township’s funding requirements for the budget year.

For 2016, with the Township Board approved shift of production of previous CVB events, the proposed Service Agreement outlines specifically what the CVB will provide. With the shift of events, the CVB will no longer have the revenue source from sponsorships and program/event sales.

Similar to previous years, the Township’s 2016 funding requirements are tied directly to the CVB’s 2016 budget, attached as Exhibit A to the Service Agreement. Specifically, the Township funds the difference between (1) CVB’s budgeted expenditures and (2) revenues generated by the 2% supplemental hotel occupancy tax and miscellaneous interest income. The funding provided by the Township is allocated from revenues generated by the base 7% hotel tax, after applicable debt service requirements have been fully funded. Also for 2016, \$100,000 budgeted for ice rink equipment (dasher boards) will be funded by the CVB’s undesignated fund balance. Following is a summary of funding sources for CVB’s 2016 budget:

2% Supplemental Hotel Tax	\$2,143,798
Transfer from Township (excess hotel tax)	598,304
Allocation of CVB undesignated fund balance	100,000
Interest Income	<u>500</u>
Total CVB Funding Sources	\$2,842,602

Based on the 2016 budget discussions, the Township’s attorney has drafted a 2016 Service Agreement between the Township and CVB. The agreement is attached for review. The term of the agreement is for calendar year 2016 only; funding for the CVB beyond calendar year 2016 will be determined next year during the 2017 budget process.

RECOMMENDATION

Approve the Service Agreement between The Woodlands Township and The Woodlands Convention & Visitors Bureau for calendar year 2016.

Attachments

2016 CVB & Township Service Agreement

2016 SERVICE AGREEMENT
CONVENTION AND VISITORS BUREAU AND THE WOODLANDS TOWNSHIP

THE STATE OF TEXAS §

COUNTIES OF MONTGOMERY AND HARRIS §

THIS SERVICE AGREEMENT (the "Agreement"), is made and entered into by and between THE WOODLANDS CONVENTION AND VISITORS BUREAU, a Texas non-profit corporation (the "CVB"), and THE WOODLANDS TOWNSHIP (the "Township"), a political subdivision of the State of Texas duly created by Chapter 289, Acts of the 73rd Legislature, Regular Session, 1993 as amended (the "Act"), acting herein by and through its Board of Directors and pursuant to a motion duly passed by said Board of Directors and pursuant to the authority contained in the Act.

RECITALS

WHEREAS, the Township is organized and exists for the purpose, among others, of promoting and enhancing economic development within and adjacent to the boundaries of the Township; and

WHEREAS, the Township is authorized by the Act to contract for services to facilitate growth and development of the Township, including marketing services; and

WHEREAS, the CVB is organized and exists for the purpose, among others, of promoting business activity and convention and tourism activity in and around the area of the Township and is willing and able to provide marketing related services to the Township; and

WHEREAS, the Township and CVB have determined that the Township is best suited to produce special events in the community and that the CVB is best suited for the promotion and advertising of those special events; and

WHEREAS, the Township and the CVB have determined to enter into this Agreement for the provision of services by the CVB to the Township;

NOW THEREFORE, for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the parties contract and agree as follows:

I. PROVISION OF MARKETING SERVICES

To the extent that the Township shall deem it necessary and proper and in its interests to do so, the CVB shall provide and/or oversee the following services (the "Services") to include, but not necessarily be limited to:

- Public relations campaigns to increase exposure of the Woodlands;
- Destination media buying and production, including television, radio, newspaper, web and other media outlets;
- Printing and production of destination marketing guide;
- International destination consulting and public relations;
- Coordination, marketing information and other resources to assist the tourism industry in the Woodlands so as to create, maintain and project an appealing image on behalf of the Township;
- Promote the Woodlands as a destination to meeting planners, business travelers, tour operators and individual visitors;
- Promote and advertise the Woodlands hotels, convention and meeting facilities, attractions, entertainment venues, restaurants, retail centers and other businesses and organizations that serve visitors;
- Assist visitors and tour planners in planning and developing tours of the Township, including suggested itineraries and overnight accommodations;
- Work with regional partners in promoting the Woodlands as a destination;
- Develop and support training initiatives for hospitality employees in the Woodlands;
- Promote and advertise the transportation services available within and to the Woodlands;
- The CVB will allocate funding for advertising and public relations services per Exhibit B.

EVENT MARKETING AND ADVERTISING:

- Development and execution of media marketing and promotion, considering both residents of The Woodlands and visitors within the drive markets of The Woodlands Township for special events occurring throughout the community which the CVB deems beneficial and as aligned with the CVB's goals and objectives. Additionally, the CVB will develop and carry out marketing plans ("Marketing") for the events listed in Exhibit "B", a copy of which is attached and incorporated for all purposes. The marketing plan for the listed events will be reviewed and approved by the Township prior to the execution of the plan.

Marketing will include, but not be limited to:

- Production of creative materials for print ad insertions utilizing the Township's design standards;

- Production of TV and radio spots based on event media marketing plan and depending on the agreed upon need for updated b-roll footage for social media promo spots;
- Account services for media plans and production of ads;
- Dedicated pages on the CVB website (www.VisitTheWoodlands.com);
- Listing of all events within The Woodlands Township boundaries on web calendar found at (www.VisitTheWoodlands.com);
- Provide event information and graphics to The Woodlands Township for inclusion on the Township's website, social media and The Woodlands Community Magazine;
- E-blast distribution based on event media marketing plan;
- Solicit media trades as dictated by the marketing plan;
- Social media postings as dictated by the marketing plan;
- Writing and distribution of press release to announce event details;
- Distribution and evaluation of RFPs or RFQs for:
 - Video Services
 - Graphic Design

The CVB and the Township will mutually agree upon any final vendor selection for Video Services and/or Graphics Design.

EVENT INFORMATION SERVICES:

- CVB produced collateral, iPads with e-surveys and other mutually agreed upon marketing materials will be provided at least 3 days prior to the scheduled event dates;
- CVB will conduct or cause to conduct market research (e-surveys) unless otherwise directed by the Township. E-surveys will be limited to five events per year;
- The CVB and the Township will mutually agree on the events, number of CVB staff, contractors or volunteers to conduct the e-surveys at each event;

All Services will be provided, unless otherwise directed by the Township, in conformity with the line item 2016 Township budget allocations set forth in Exhibits "A" (the "Budget") and "B". The Township may elect to change the amounts budgeted for each of the events listed in Exhibit B, provided that the total amount for all events does not exceed the Budget.

Services previously provided by the CVB in prior years, but which are expressly excluded services in the 2016 Agreement are:

- Event production including: vendor management, sponsor activation, lighting, sound, performer bookings, staging, banner installation, equipment requests, park rentals, set up/tear down, Township staff schedules, public safety, transportation rerouting, fireworks

agreements including land use agreements and permitting, road closures, parking lot requests, portalet/trash service coordination, tenant notifications, volunteers, strolling entertainers or other interactive activities, creation of event layout and event location décor;

- Graphic design and printing of festival banners, directional signage, fireworks viewing maps, festival programs, ice rink tickets and coupons, frequent skater cards, table menus, sponsor area/vendor/media badges, parking passes, dashboards, invitations and/or any additional flyers than what is listed;
- Township Web site re-design;
- Video services for reporting purposes;
- Stage scripts and schedules;
- Courier for booth supplies or event related deliveries;
- Solicitation of event sponsors including meetings, gifts, sales materials, press release announcements and wrap-up correspondence;
- Informational booth supplies does not include event giveaways;
- Weekend package giveaways or other donations unless otherwise noted in event media marketing plan;
- Scheduling of emcees for events unless otherwise noted in event media marketing plan;
- Acquisition and distribution of promotional items such as staff apparel, bags, pens, notebooks, etc.;
- Distribution and evaluation of RFPs or RFQs for:
 - Sound engineering
 - Event production
 - Fireworks
 - Promotional items
 - Title sponsors

II. PROVISION OF STAFFING AND FACILITY RESOURCES TO THE CVB

Subject to reimbursement, as hereinafter provided, the Township agrees to provide to the CVB such staff and office space resources (the “Staff and Facility Resources”), as may reasonably be required by the CVB in connection with the Services to be provided by the CVB to the Township hereunder.

The Township will provide the CVB with Sponsorship Packages developed for each event prior to each event. The Township and CVB will determine what level of sponsorships, per event, will be featured in print, radio and TV, advertising and promotional materials. The Township will provide the Sponsorship Package and all pertinent sponsor information, including

any high resolution vector format logo, by deadlines mutually agreed upon within 30 days of the execution of this agreement; but, the deadline for each of the events listed in Exhibit B shall be no later than 60 days prior to that event.

Such Staff and Facility Resources shall be provided, unless otherwise directed by the Township, in conformity with the Budget - Exhibit A.

III. PAYMENTS

In consideration for CVB's undertaking to provide such Services, the Township agrees to pay the CVB, in advance, on or prior to the first (1st) day of each calendar quarter, such amounts as are derived by the Township from (i) the two percent (2%) supplemental hotel occupancy tax of the Township, as actually collected by the Township during the calendar year of 2016, and (ii) the seven percent (7%) general hotel occupancy tax of the Township, as actually collected by the Township during the calendar year 2016, but after deduction from such hotel occupancy tax collections of all amounts required to fund debt service scheduled to come due on any outstanding bonds of the Township, payable, in whole or in part, from such general hotel occupancy tax during calendar year 2016 provided, however, that in no event shall the amounts paid by the Township hereunder be more than the actual amount of the expenditures incurred by the CVB, up to and not to exceed Two Million Seven Hundred Thousand Forty Two Dollars and No/100 (\$2,742,602.00), less any CVB revenues, from whatever source (the "Maximum Sum"), provided further, that should such hotel occupancy tax collections not be equal to or greater than the Maximum Sum, the CVB shall first fund any such deficiency from its accumulated undesignated surplus funds for Services to be rendered by the CVB for the calendar year 2016. The CVB shall be responsible for payment (from its currently available funds on hand or from its accumulated undesignated surplus funds), the sum of \$100,000 or actual cost for the purchase of dasher boards for the Ice Rink.

The Township shall, once per each calendar quarter, submit to the CVB an invoice setting forth in detail the costs and expenses incurred by the Township directly arising out of the provision by the Township of the Staff and Facility Resources to the CVB in the preceding calendar quarter. Within thirty (30) days following receipt by the CVB of such invoice, the CVB shall submit to the Township payment for the amounts specified therein.

Additionally, the CVB affirms that it will return any unused funds remaining from the Township's original \$500,000 contribution to the Waterway Cruisers program to the Township at the end of the Waterway Cruisers Funding Agreement's term, December 31, 2015.

IV. REPORTING AND ACCOUNTING

Upon request by the Township, but not more frequently than twelve (12) times per calendar year, the CVB shall provide the President/General Manager of the Township or its Board of Directors, with a written or visual report or presentation concerning the Services actually provided hereunder by the CVB and the results of such Services. Including the extent of the visitor activity, convention or meeting activity, special event attendance, hotel occupancy, restaurant and concession activity, retail activity and related indicator of the results of the destination marketing efforts of the Township and the CVB within and adjacent to the Township, so as to demonstrate to the Township the effectiveness of the Services provided hereunder and that the intended public benefits to be determined from such Services have been or are being realized by the Township. CVB will include detailed accounting for the Marketing, advertising and promotion of the individual events listed in "Exhibit B".

Similarly, the CVB shall provide, not less frequently than quarterly, written and visual financial reports to the President/General Manager of the Township or its Board of Directors, comparing and explaining actual to budgeted expenditures and providing, in reasonable detail, an accounting for the expenditures of public funds paid to the CVB by the Township hereunder, so as to ensure that such public funds have been expended for the intended public purposes.

V. BRAND, MARK AND IMAGE USE

The parties hereby acknowledge that the CVB has the need to utilize certain Township marks, logos, images and graphics, in the furtherance of the provision of the Services, including the Marketing of special events that promote and highlight the Township. Accordingly, the Township hereby grants to the CVB the right and license to utilize The Woodlands Township mark, brand, logo and images of Township and Township facilities, for use by the CVB in connection with the provision of the Services.

VI. TERM, RENEWAL AND TERMINATION

This Agreement shall remain in full force and effect through December 31, 2016, and shall automatically extend for successive annual periods thereafter up to a maximum of five (5) years; provided, however, that either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party. Upon termination, any uncommitted or unexpended funds paid by the Township shall be promptly refunded by the CVB to the Township; provided, however, that if this Agreement is extended or replaced with a similar agreement for similar services on or immediately following the expiration hereof, any uncommitted or unexpended funds provided by the Township may be retained and carried over

by the CVB as a contingency reserve for future marketing opportunities or events benefitting the Township unless otherwise provided in such extension or replacement agreement.

Upon renewal of this Agreement, for one or more annual periods, the CVB and the Township shall conclude a written amendment to this Agreement within sixty (60) days of the beginning of each calendar year setting forth the revised Budget and the amount and timing of payments for Services to be rendered during such calendar year. Failure to timely agree upon such Budget amendment shall cause the then current Budget and payment procedures to be continued in effect for such new calendar year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 1st day of January, 2016.

THE WOODLANDS TOWNSHIP

By: _____

Don T. Norrell
President/General Manager

Date: _____

THE WOODLANDS CONVENTION AND
VISITORS BUREAU

By: _____

Nick Wolda
President

Date: _____

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the Service Agreement between The Strong Firm and The Woodlands CVB for 2016 Legal Counsel Services;

BACKGROUND:

The Strong Firm in The Woodlands brings vast experience with various corporate and commercial matters, and extensive knowledge of the local corporate and business community, including representation of 501 (c) (6) organizations and has provided great service to The Woodlands Convention & Visitors Bureau (TWCVB) over the past 8 years.

It is recommended that The Strong Firm continue this business relationship with TWCVB and with all of its legal documents and contracts, state and federal filings, and general counsel.

Because The Strong Firm provides a service and not a product, it is not required to bid out. However, TWCVB Team believes The Strong Firm should represent TWCVB because of the following:

1. *Long-Term Relationship and Familiarity with Contracts and Structure* – The Strong Firm has provided general corporate and legal counsel for TWCVB since its inception and is familiar with annual contracts that they have already reviewed and the corporate structure of TWCVB, providing efficiency versus other counsel.
2. *Reduced Rate* – The Strong Firm has agreed to provide a reduced rate of 25% discount over their standard billing rate for ALL attorneys including the managing shareholder, Bret Strong, based upon the long-term relationship between the firm and TWCVB (this rate was the successful bid rate on competitive bid for similar work provided to The Woodlands Township).
3. *Location, Familiarity and Support of The Community* – The Strong Firm is a local company that is located close to TWCVB making for great access to meet quickly in the case of short-term legal needs. The Strong Firm is very familiar with the mission, vision and events of TWCVB and provides sponsorship support for events and many other community activities.

Attached is a copy of the agreement.

RECOMMENDATION

Approve The Strong Firm for TWCVB's legal counsel services in 2016 and authorize the President to execute the contract in connection therewith.

Attachments

Strong Firm Agreement 2016



BRET L. STRONG
Phone Number: 281-367-1222
Fax Number: 281-210-1361
bstrong@thestrongfirm.com

October 28, 2015

The Woodlands Convention & Visitors Bureau
Attn: Nick Wolda
2801 Technology Forest Boulevard
The Woodlands, Texas 77381

Re: Engagement of The Strong Firm P.C. ("FIRM") by The Woodlands Convention & Visitors Bureau ("You" or "you")

Dear Mr. Wolda:

Thank you for engaging the Firm in connection with the following legal matters for the period from January 1, 2016 to December 31, 2016 ("Representation"):

Matter Number and Name:

Services to Be Provided:

Matter 1 – General Corporate

Legal services and advice in regards to general corporate matters and contracts throughout the year.

In order to formalize the engagement, we require this engagement letter setting out the specific terms that will be applicable to this representation (the "Engagement Letter"). We would appreciate your prompt review and execution of this Engagement Letter.

Specifically, the following terms and provisions will apply to this engagement:

1. **Fees.** The Firm will bill you based on an agreed upon fee for its services rendered to you. **For services performed during the calendar year of 2016 our billable rates are as follows:**

Bret L. Strong – Shareholder - \$318.75/hour

Brian Albert – Associate - \$168.75/hour

The Firm may, in certain special instances, delegate some of the work to be performed through the involvement of other lawyers or paralegals with special experience in a given area, or for the purpose of providing services on the most efficient and cost effective manner, and should such occur we will bill those individuals at standards rates less 25% for such services. Rates charged will remain constant through the calendar year of the engagement, but may be adjusted no more often than once per calendar year to reflect current levels of experience, changes in overhead costs, and other factors. You will be notified of any such rate changes in writing no less than thirty (30) days prior to the effective date of such change. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If so requested, we will endeavor to furnish such an estimate based upon our professional judgment, and will do our best to perform such work based on such estimate, but always with a clear understanding that it is not, unless otherwise agreed, a maximum or fixed-fee quotation as there are often many factors in providing legal services which are beyond our control or which could not be anticipated at the beginning of the engagement.

2. **Expenses.** In addition to the fee for services rendered described above, you will also be responsible for the Firm's regular expense charges in connection with this engagement. You will find that our firm utilizes state of the art technology (email, electronic filing services, instant messaging and internet document access) in order to maximize efficiency of communications and to minimize costs associated with more traditional means of communication (such as copying documents, facsimiles, messenger services and long distance telephone calls). Your use of these means of communication along with us will reduce expenses that we have to pass on to you. We will charge our clients for ancillary services provided, such as messenger deliveries, postage, computerized research services, telephone and conferencing services and any outside document reproduction or delivery service. In addition, we generally will disburse small amounts of money on your behalf for filing fees, overnight deliveries, necessary travel and parking expenses and other miscellaneous items as required in order to complete the scope of our services. We will bill you at actual cost for these types of expenses. When disbursements are significant, we will either request the anticipated expenses be paid to us upfront or request that you pay the vendor direct. Fees and expenses of others, such as governmental verification, lien searches, consultants, appraisers and local counsel, are required to be paid directly by you unless agreed otherwise.

3. **Billing.** We will keep contemporaneous records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document and email preparation, revision and response, travel on your behalf, and other time directly associated with providing the Representation. We will record our time in units of five minutes. We review our bills in detail prior to being submitted them to you for accuracy and may adjust up or down the actual time billed to perform the work to reflect efficiencies and value of the final product delivered to you resulting from the level of experience of the staff performing the work and the various tools developed by us and available to us in delivering the final work product. We will bill you by email no more often than monthly for both fees and disbursements (although disbursements may lag somewhat due to billing practices of third party providers). You agree to make payment by the date indicated on the invoice, unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation. If you become delinquent and you do not arrange satisfactory payment terms, we may terminate the representation (subject to court approval if required). We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee. Furthermore, if you are delinquent in paying the outstanding balance reflected on your monthly invoice, then the Firm may, at its discretion, charge interest on your outstanding balance at the point such becomes overdue at the rate of eighteen percent (18%) on an annualized basis (1-1/2% per month).

4. **Communicating With You.** In order to make sure we are readily available to meet your legal service needs, you should be aware that we customarily communicate with our clients by letter, telephone, fax and email (including wireless email via smart phone. While these tools will increase our efficiency and availability, all of these modes of communication are susceptible to being intercepted. Such interception, even though unauthorized and perhaps illegal, could potentially result in the loss of (under certain circumstances) attorney/client privilege. By executing this Engagement Letter, you will be deemed to have acknowledged your awareness of that risk and to have consented to our use of such means of communication unless you instruct us otherwise in writing.

5. **Scope of the Representation.** You have requested that the scope of this specific engagement be limited to the specific scope of the Representation as described above. Therefore, the Firm is not responsible for matters for which we have not specifically been engaged per the terms of this Engagement Letter. However, should you desire to enlarge the scope of the engagement in the future, we are willing to discuss with you the terms that would be applicable thereto.

6. **Conflicts.** It is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar circumstances with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

7. **Only You Are The Client.** You agree that our representation of you in this matter does not give rise to an attorney-client relationship between us and any of your relatives, heirs, officers, directors, employees or affiliates, unless specifically set forth herein.

8. **Outcome.** The Firm will endeavor to attempt to obtain the best outcome related to your legal matters as professionally possible. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such expressions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

9. **Ending Our Relationship.** You may terminate our representation at any time, with or without cause, by notifying us in writing. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests with respect to the scope of our representation. If permission for withdrawal is required by court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expenses and charges unless a court orders otherwise. We will retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us three years after the termination of the engagement. You are engaging us to provide legal services in connection with an agreed upon scope of representation. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the closing to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.

Again, let me thank you for allowing the Firm to be of service to you in connection with this engagement. If the provisions of this Engagement Letter meet with your approval, please so indicate by signing and returning the original of this letter to. Please retain a counterpart of this Engagement Letter for your files.

Very truly yours,

THE STRONG FIRM P.C.

By: _____
Bret L. Strong, Managing Shareholder

AGREED TO AND ACCEPTED BY YOU THE CLIENT:

Client: THE WOODLANDS CONVENTION & VISITORS BUREAU

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB's 2016 Visitor Services Program;

BACKGROUND:

In 2007, The Woodlands Convention & Visitors Bureau (TWCVB) entered into an agreement with the South Montgomery County Woodlands Chamber of Commerce to provide visitor services at Market Street, The Woodlands Mall, and the Chamber offices.

There has been a steady increase over the past few years in visits and requests through the Visitor Services Program.

2011	2012	2013	2014
113,152 Visitors	127,814 Visitors	133,996 Visitors	103,094 Visitors
665 Different Zip Codes	715 Different Zip Codes	1,208 Different Zip Codes	780 Different Zip Codes
80 Different Countries	93 Different Countries	100 Different Countries	95 Different Countries
49 States	50 States	50 States	48 States

The 2015 Visitor Services program is on track to surpass 2014.

2015 (January – September)

90,048 Visitors
765 Different Zip Codes
96 Different Countries
47 States

Attached is the 2016 First Amendment to Visitor Services Agreement, approved by legal counsel. The level of participation recommended for 2016 is \$65,500; which is the same as 2015.

RECOMMENDATION

Approve the First Amendment to Visitors Service Agreement between The Woodlands Area Chamber of Commerce and TWCVB to provide visitor services for The Woodlands CVB in 2016.

Attachments

2016 Visitors Services Agreement

**FIRST AMENDMENT TO
VISITOR SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO VISITOR SERVICES AGREEMENT (this “Amendment”) is made as of November 1, 2015 (the “Effective Date”) by and among **SOUTH MONTGOMERY COUNTY WOODLANDS CHAMBER OF COMMERCE**, a Texas non-profit corporation (“Chamber”), and **THE WOODLANDS CONVENTION & VISITORS BUREAU**, a Texas non-profit corporation (“TWCVB”) (Chamber and TWCVB are herein collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS, the Parties entered into that certain VISITOR SERVICES AGREEMENT, dated January 1, 2015 (the “Original Agreement”); and

WHEREAS, it is the intent of the Parties by this Amendment to amend such Original Agreement to extend the Term of such Original Agreement.

NOW, THEREFORE, by the execution hereof and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of the following mutual covenants and agreements, the Parties accept the following:

1. Capitalized terms used herein and not defined herein have the respective meanings ascribed to such terms in the Original Agreement.
2. Pursuant to Section 5.1 of the Original Agreement, the Parties acknowledge that TWCVB wishes to extend the Term beyond the time period provided in the Original Agreement. Accordingly, the Parties hereby agree and acknowledge that the Term of the Original Agreement is hereby extended by a period of one (1) year, beginning on January 1, 2016 and ending on December 31, 2016.
3. All terms and conditions of the Original Agreement remain unchanged except to the extent modified by this Amendment.

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[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

SOUTH MONTGOMERY COUNTY
WOODLANDS CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

THE WOODLANDS CONVENTION AND
VISITORS BUREAU

By: _____
Name: Nick Wolda
Title: President

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon the agreement between Kaplan Public Relations and The Woodlands CVB for 2016 Public Relations Services;

BACKGROUND:

Kaplan Public Relations (Kaplan PR) has been the Public Relations agency since The Woodlands Township and The Woodlands Convention & Visitors Bureau (TWCVB) began Destination Marketing efforts in 2004.

After an extensive Request for Interest (RFI) process in in July 2014, Kaplan PR was approved as TWCVB's 2015 Public Relations Agency Services of Record with rights to two (2), one (1) year renewal periods without RFP process needed in calendar year 2016 and 2017 by TWCVB Board of Directors at the September 3, 2014 meeting.

Through an aggressive Public Relations campaign in which Kaplan PR implemented, The Woodlands has generated hundreds of local, regional, state and national articles on The Woodlands as a premier destination and increased exposure to a local, regional, statewide, national, and international audience which generated over \$182,000 un-paid advertising dollars in 2015.

Attached is the 2016 First Amendment agreement approved by legal counsel.

RECOMMENDATION

Approve the utilization of Kaplan Public Relations for The Woodlands CVB's 2016 Public Relations services and authorize the President to sign the contract.

Attachments

2016 Amendment 1 - Public Relations

**FIRST AMENDMENT TO
PUBLIC RELATIONS AGENCY SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PUBLIC RELATIONS AGENCY SERVICES AGREEMENT (this “Amendment”) is made as of November 1, 2015 (the “Effective Date”) by and among **BERNARD S. KAPLAN**, an individual d/b/a/ **KAPLAN PUBLIC RELATIONS** (“Kaplan”), and **THE WOODLANDS CONVENTION & VISITORS BUREAU**, a Texas non-profit corporation (“TWCVB”) (Kaplan and TWCVB are herein collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS, the Parties entered into that certain PUBLIC RELATIONS AGENCY SERVICES AGREEMENT, dated January 1, 2015 (the “Original Agreement”); and

WHEREAS, it is the intent of the Parties by this Amendment to amend such Original Agreement to extend the Term of such Original Agreement and to provide for additional modifications.

NOW, THEREFORE, by the execution hereof and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of the following mutual covenants and agreements, the Parties accept the following:

1. Capitalized terms used herein and not defined herein have the respective meanings ascribed to such terms in the Original Agreement.
2. Pursuant to Section 6.1 of the Original Agreement, the Parties acknowledge that TWCVB wishes to extend the Term beyond the time period provided in the Original Agreement. Accordingly, the Parties hereby agree and acknowledge that the Term of the Original Agreement is hereby extended by a period of one (1) year, beginning on January 1, 2016 and ending on December 31, 2016.
3. The third sentence of Section 1.1 of the Original Agreement is hereby deleted in its entirety and replaced by the following:

“Agency shall be responsible for the following activities: develop and manage media planning processes; develop and distribute written materials (e.g. press releases, editorials, etc.) to media; pitch and arrange media coverage; track media on The Woodlands in different outlets; identify public relations opportunities (e.g. speaking engagements, interview, etc.); and identify additional opportunities available to promote The Woodlands as a destination.”

4. Section 3.1 of the Original Agreement is hereby deleted in its entirety and replaced by the following:

“Service Fees: All services provided by Agency shall be billed according to Agency’s hourly quotes, which shall be submitted in writing and approved by TWCVB prior to any charges being incurred. On all media purchased by Agency,

Agency shall bill TWCVB at the published card rates after negotiation. The total expense billings in 2016 shall not exceed \$36,000.00, which shall be allocated as follows, subject to the sole discretion of TWCVB:

Public Relations Services Fees	\$36,000.00
Additional Projects as Authorized by TWCVB”	

5. All terms and conditions of the Original Agreement remain unchanged except to the extent modified by this Amendment.

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[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

BERNARD S. KAPLAN
D/B/A KAPLAN PUBLIC RELATIONS

By: _____
Name: _____
Title: _____

THE WOODLANDS CONVENTION AND
VISITORS BUREAU

By: _____
Name: Nick Wolda
Title: President

CVB Regular Board Meeting

Meeting Date: 11/04/2015

Information

SUBJECT MATTER:

Receive, consider and act upon The Woodlands CVB Board of Directors Meeting Schedule for 2016;

BACKGROUND:

The Woodlands Convention & Visitors Bureau (TWCVB) proposes the following meeting dates for 2016 with the addition of proposed special meeting dates if necessary.

- Wednesday, January 6, 2016 (Annual Meeting)
- Wednesday, February 3, 2016 (Special Meeting if necessary)
- Wednesday, March 2, 2016
- Wednesday, April 6, 2016 (Special Meeting if necessary)
- Wednesday, May 4, 2016
- Wednesday, June 1, 2016 (Special Meeting if necessary)
- Wednesday, July 6, 2016
- Wednesday, August 3, 2016 (Special Meeting if necessary)
- Wednesday, September 7, 2016
- Wednesday, October 5, 2016 (Special Meeting if necessary)
- Wednesday, November 2, 2016
- Wednesday, December 7, 2016 (Special Meeting if necessary)

Each meeting will occur at 11:30 a.m. in The Woodlands Township Board Chambers, 2801 Technology Forest Boulevard, The Woodlands, Texas 77381.

RECOMMENDATION

Approve the 2016 meeting schedule for TWCVB Board of Directors.

Attachments

No file(s) attached.
