

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

NOTICE OF NOVEMBER 2, 2016 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 NOVEMBER 2, 2016, 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 October 5, 2016 Special Board Meeting;
5. Consider and approve Financial Report through September 2016;
6. Receive, consider and act upon agreement with Inspire Film Festival;
7. Receive, consider and act upon Daxko Software Incentive Funds Request;
8. Receive, consider and act upon photography service proposals for The Woodlands CVB 2017 Creative Campaign
9. Receive, consider and act upon sponsorship request from Wine and Food Week;
10. Receive, consider and act upon Request for Interest for Public Relations Agency of Record in 2017;
11. Receive, consider and act upon the Service Agreement between The Strong Firm and The Woodlands CVB for 2017 Legal Counsel Services;
12. Receive, consider and act upon the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB's 2017 Visitor Services Program;

13. Receive, consider and act upon the agreement between The Atkins Group and The Woodlands CVB for 2017 Destination Marketing Services;
14. Receive, consider and act upon The Woodlands CVB Board of Directors Meeting Schedule for 2017;
15. 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;
16. Reconvene in public session;
17. Staff Initiative Reports;
18. President's Report;
19. Board Announcements;
20. Agenda items for next meeting;
21. 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 27 day of October, 2016.



A handwritten signature in black ink, appearing to read "M. J. Wolda".

President of The Woodlands Convention & Visitors Bureau

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Consider and approve Minutes from October 5, 2016 Special Board Meeting;

BACKGROUND:

See attached.

RECOMMENDATION

Approve as presented.

Attachments

CVB Special Board of Director Meeting Minutes

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

October 5, 2016

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 5, 2016 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:

Present: Gordy Bunch, Chairman
Jeff Long, Vice Chairman
Ann Snyder, Secretary/Treasurer
J.J. Hollie, Director
Don Norrell, Director
Greg Parsons, Director
Fred Domenick, Director

Staff Present: Nick Wolda, TWCVB President; Bret Strong, TWCVB Legal Counsel; Emilie Harris, TWCVB Brand Development Manager; Alie Broussard, Convention Development Manager; Molly Redus, TWCVB Marketing Specialist; Josie Lewis, TWCVB Convention Development Specialist; Danielle Gatlin, TWCVB Administrative Assistant; Mariana Almanza, CVB Intern

1. Pledge of Allegiance;

Chairman Bunch led the Pledge of Allegiance to the United States flag and the Pledge to the Texas flag.

2. Call to order and adoption of Agenda;

Chairman Bunch called the meeting to order at 11:30 a.m. and called for the adoption of the Agenda for this meeting that was developed and duly posted as required by law.

Motion by Secretary/Treasurer Ann Snyder, seconded by Director Don Norrell to adopt the agenda.

Vote: 7 - 0 Passed

3. Public Comment;

None.

4. Consider and approve Minutes from the September 21, 2016 Regular Board Meeting;

Motion by Director Fred Domenick, seconded by Secretary/Treasurer Ann Snyder to approve Minutes from September 21, 2016 Regular Board Meeting.

Vote: 7 - 0 Passed

5. Receive, consider and act upon sponsorship request from Inspire Film Festival;

Chairman Bunch called Nick Wolda to present the sponsorship from Inspire Film Festival with the changes that the Strong Firm has included that were requested by The CVB Board of Directors at the last Board meeting. The changes that were requested are regarding Insurance and staffing. Since this agreement was amended an additional question has come up regarding tax status and whether the Film Festival will be Not for Profit. Inspire Film Festival has indicated that they filed several months ago but have not received an answer as of yet. Chairman Bunch suggested moving this item to Executive Session then taking action upon reconvening to Open Session. Bret Strong responded that legalities can be discussed in Executive Session. No action was taken upon reconvening to Open Session

6. 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;

7. Reconvene in public session;

The board reconvened at 12:37 p.m.

8. President's Report;

President Wolda presented a Familiarization Trip that the CVB is hosting. The CVB will be working with the State of Texas and The Woodlands Resort, bringing 17 International Tour Operators to The Woodlands. This will be from November 30, 2016 – December 01, 2016. Next week, staff will be at the Texas Travel Industry Association's Texas Travel Summit at the George R. Brown Convention Center in Houston. Also, the CVB has been nominated for ConventionSouth's Reader's Choice Award 2016 for our meeting destination, please vote.

9. Board Announcements;

Chairman Bunch announced that The Woodlands Mall's two parking garages are opening October 19, 2016 and Dick's Sporting Goods will be opening the same week. Director Hollie mentioned that The Chamber also has invited the Board Members to the soft opening of Dick's Sporting Goods.

10. Agenda items for next meeting;

None.

11. Adjournment;

Adjourned at 12:39 p.m.

Motion by Secretary/Treasurer Ann Snyder, seconded by Vice Chairman Jeff Long to adjourn.

Vote: 7 - 0 Passed

Dr. Ann Snyder, Secretary/Treasurer
The Woodlands CVB Board of Directors

Date

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Consider and approve Financial Report through September 2016;

BACKGROUND:

See attached.

RECOMMENDATION

Approve financial report as presented.

Attachments

September CVB Financial Report

THE WOODLANDS

CONVENTION & VISITORS BUREAU

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GENERAL PURPOSE FINANCIAL STATEMENTS
September 30, 2016

*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, 2016

Assets and Other Debits

Cash	1,460,134
Other Receivables	69,794
Due from Other Funds	446,721
Prepaid Expenses	-

Total Assets

1,976,649

Liabilities and Fund Balance

Current Liabilities

A/P and Accrued Liabilities	784
Due to Other Funds	88,907

Fund Balance

Undesignated - CVB	1,886,958
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Total Liabilities and Fund Balance

1,976,649

THE WOODLANDS CONVENTION & VISITORS BUREAU
Budget and Actual
For the Nine Months Ended September 30, 2016

	9/30/2016 YTD Budget	9/30/2016 YTD Actual	Favorable/ (Unfavorable)
REVENUE			
Operating Transfers	448,728	336,704	(112,024)
Supplemental Hotel Occupancy Tax	1,583,168	1,318,074	(265,094)
Interest Income	380	1,180	800
Program Income - Waterway Cruisers	-	28,039	28,039
Subtotal	2,032,276	1,683,997	(348,279) (A)
GENERAL EXPENSES			
CVB Township Staff	423,501	315,189	108,313
Staff Development	54,000	41,385	12,615
Facilities Expense	21,933	21,938	(5)
Equipment Expense	8,695	6,279	2,416
Contracted Services	38,250	43,417	(5,167)
Administrative	40,369	34,600	5,769
Subtotal	586,748	462,808	123,941 (B)
ATTRACTIONS & EVENTS			
Event Advertising	117,369	78,409	38,960
Other Festivals/Special Events	30,000	19,950	10,050
Taste of the Town	-	11,000	(11,000)
Wine Week	10,000	10,000	-
Woodlands Waterway Arts Festival	20,000	20,000	-
The Woodlands Film Commission	10,000	10,000	-
Ironman Texas	30,000	-	30,000
Subtotal	217,369	149,359	68,010 (C)
DESTINATION MARKETING			
Media	464,994	577,402	(112,408)
Public Relations	36,500	20,199	16,301
Production	104,994	33,099	71,895
International Marketing	15,000	13,306	1,694
Cooperative Marketing	20,000	6,331	13,669
Group Sales	221,247	83,418	137,829
Visitor Services	79,122	102,588	(23,466)
Subtotal	941,857	836,343	105,514 (D)
PROMOTION			
Waterway Cruisers	-	62,458	(62,458)
Promotion	170,000	95,415	74,585
Information Distribution	119,997	111,449	8,548
Other Advertising	15,000	-	15,000
Business Development	4,500	584	3,916
Subtotal	309,497	269,906	39,591 (E)
CAPTIAL EXPENDITURES			
	100,000	-	100,000 (F)
TOTAL EXPENDITURES	2,155,471	1,718,416	437,055
REVENUE OVER/(UNDER) EXPENDITURES	(123,195)	(34,419)	88,776
BEGINNING FUND BALANCE	-	1,921,376	1,921,376
ENDING FUND BALANCE	(123,195)	1,886,958	2,010,153

THE WOODLANDS CONVENTION & VISITORS BUREAU
Operating Budget Variances
For the Nine Months Ended September 30, 2016

A) Revenues

- Operating Transfers – The unfavorable variance is due to a timing difference between actual and budgeted transfers.
- Supplemental Hotel Occupancy Tax - The unfavorable variance is due to HOT revenues being lower than budgeted.
- Waterway Cruisers - The favorable variance is due to Waterway Cruiser operations not being budgeted for 2016.

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 favorable variance is due to a timing difference between actual and budgeted expenses.
- Equipment - The favorable variance is due to a timing difference between actual and budgeted expenses.
- Contracted Services - The unfavorable variance is due to a timing difference between actual and budgeted expenses.
- Administrative - The favorable variance is due to a timing difference between actual and budgeted postage and printing expenses.

C) Attractions & Events

- Event Advertising - The favorable variance is due to a timing difference between actual and budgeted advertising expenses.
- Other Festivals/Special Events - The favorable variance is due to a timing difference between actual and budgeted expenses.
- Taste of the Town - The unfavorable variance is due to a timing difference between actual and budgeted expenses.
- Ironman Texas - The favorable variance is due to a timing difference between actual and budgeted expenses.

D) Destination Marketing

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

E) Promotion

- Waterway Cruisers - The unfavorable variance is due to Waterway Cruiser operations not being budgeted for 2016.
- Promotion - The favorable variance is due to a timing difference between actual and budgeted expenses.
- Information Distributing - The favorable variance is due to a timing difference between actual and budgeted expenses.
- Business Development - The favorable variance is due to a timing difference between actual and budgeted expenses.

(F) Capital Expenditures

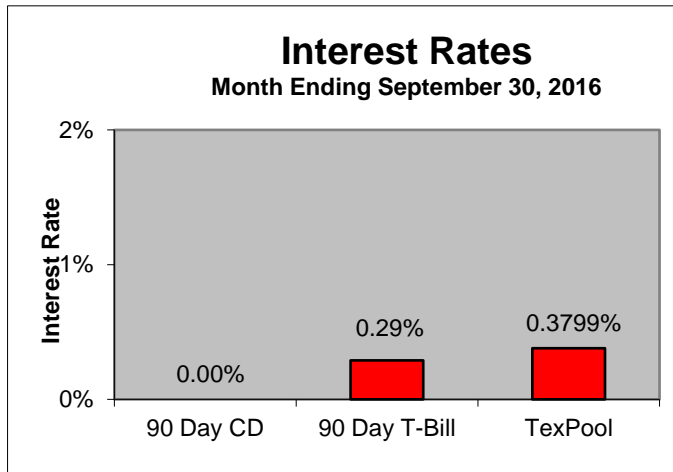
- Ice Rink Dasher Boards - The favorable variance is due to a timing difference between actual and budgeted expenses.

THE WOODLANDS CONVENTION & VISITORS BUREAU
Cash Report as of September 30, 2016

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	\$ 1,390,414	\$ 81,174	\$ 101	\$1,471,688	\$1,390,414	\$1,471,688	0.09%
Total			\$ 1,390,414	\$ 81,174	\$ 101	\$1,471,688	\$1,390,414	\$1,471,688	0.09%

YTD

\$ 1,180



** 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."

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon agreement with Inspire Film Festival;

BACKGROUND:

At the September 21, 2016 Board of Directors meeting, the Board received and considered an application for sponsorship from Inspire Film Festival in the amount of \$10,000. The application is attached including financials.

The Board approved this request upon contingencies that Inspire Film Festival acquire several items, including insurance and staffing plan among other items to be developed. A proposed Agreement is attached to this Executive Summary regarding the items needed from Inspire to fulfill this partnership.

A question has been raised about Inspire's tax status, whether it's a private venture or a not for profit. This discussion was continued in Executive Session at the October 5 CVB Board of Directors meeting.

Provided that the mission and purpose of the CVB as a non-profit corporation and a 501(c)(6) organization for federal tax purposes are met through funding of such an event, the CVB has not historically discerned between entities being for profit or not for profit, and therefore, does not currently have a policy regarding its partnerships discerning between the two. We do believe it is important to take reasonable steps toward receiving assurances that the funds provided to a partner do in fact go toward putting on an event meeting the mission and purpose, but otherwise it would be at the Board's discretion as to whether or not non-profit status should be a factor in deciding to support a potential partnership. Inspire has since given the staff a letter indicating a not-for-profit entity who will act on behalf of the event until Inspire achieves its own not-for-profit status, a notice from an insurance agency in the preliminary phases of contracted coverage, as well as the organization's staff structure.

As further background, The Woodlands CVB's 2017 approved budget includes a \$40,000 allocation in the "Other Festivals and Events" line item for event sponsorship opportunities the board may consider and decide to act upon. This line item of the budget has historically been used for other community events and festivals that come up throughout the year that The Woodlands CVB considers as adding destination appeal through the use of hotel rooms and/or branding of The Woodlands name as a great place to visit, hold conventions and meetings, or meet for reunions, weddings, sports tournaments, arts events and more.

It is the staff's belief, based upon the information presented to the CVB to date and meeting the conditions discussed in the September Board meeting, that the Inspire Film Festival, which is currently scheduled for the last weekend in February 2017, has a great opportunity to become a nationally-recognized festival, given the high quality environment presented by The Woodlands through its outdoor and indoor venues and related accommodations.

RECOMMENDATION

To be determined by the Board.

Attachments

Inspire Film Coverage Letter

Inspire Nonprofit Engagement Letter

Inspire Organizational Chart



October 27, 2016

Inspire Film Festival

Attn: Jane Minarovic

2 Grand Regency Circle

The Woodlands, TX 77382

Dear Jane,

I am writing to confirm that we will be able to find coverage for Inspire Film Festival. As I mentioned in our correspondence earlier this week, I should have some preliminary quotes for you to review in the next couple of weeks. The policies quoted will carry standard liability limits of 1,000,000 per occurrence and 2,000,000 aggregate.

Please let me know if you have any questions.

Sincerely yours,

Clifford Hansen

Principal

Insurance of the San Juans

398 W Colorado Avenue - PO Box 3541

Telluride, CO 81435

P: 970.257.6789

F: 970.257.6790

746 E Main Street

Montrose, CO 81401

P: 970.252.8580

F: 970.252.1983

Nonprofit Formation & Federal Tax Exemption Engagement Letter

This letter is to confirm and specify the terms of our engagement with your organization and to clarify the nature and extent of the services we will provide. Also, by acceptance of this engagement letter we will assume that you are the person responsible for the formation and tax exemption matters of the organization. If this is not a correct assumption, please furnish us with the name of the person responsible for these matters of the organization.

Our engagement will be designed to perform the following services:

- Foundation Group, Inc. shall provide advice, counsel, IRS case-representation and document creation as is necessary to incorporate a nonprofit organization in the state of the client's operations (as required) and secure state and federal income tax-exempt status.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and the supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Your organization's governance is ultimately responsible for the proper recording of transactions in the book of accounts, for the safeguarding of assets, for the substantial accuracy of the financial records, and for the proper conduct under Section 501(c) of the Internal Revenue Code. You have the final responsibility for all fileable documents; therefore, you should review them carefully before you sign and file them.

The terms of this engagement letter are in effect for a period of 12 months from the date of acceptance, to be extended as deemed necessary by Foundation Group, Inc.. Our fee for these services will be due prior to commencement of any work. All invoices are due and payable upon presentation. For the purposes of this engagement, acceptance of an installment payment plan by both parties qualifies as fee paid. Subject to applicable professional or other guidelines, we may withdraw from the engagement by sending written notice thereof to you by e-mail, fax or US mail.

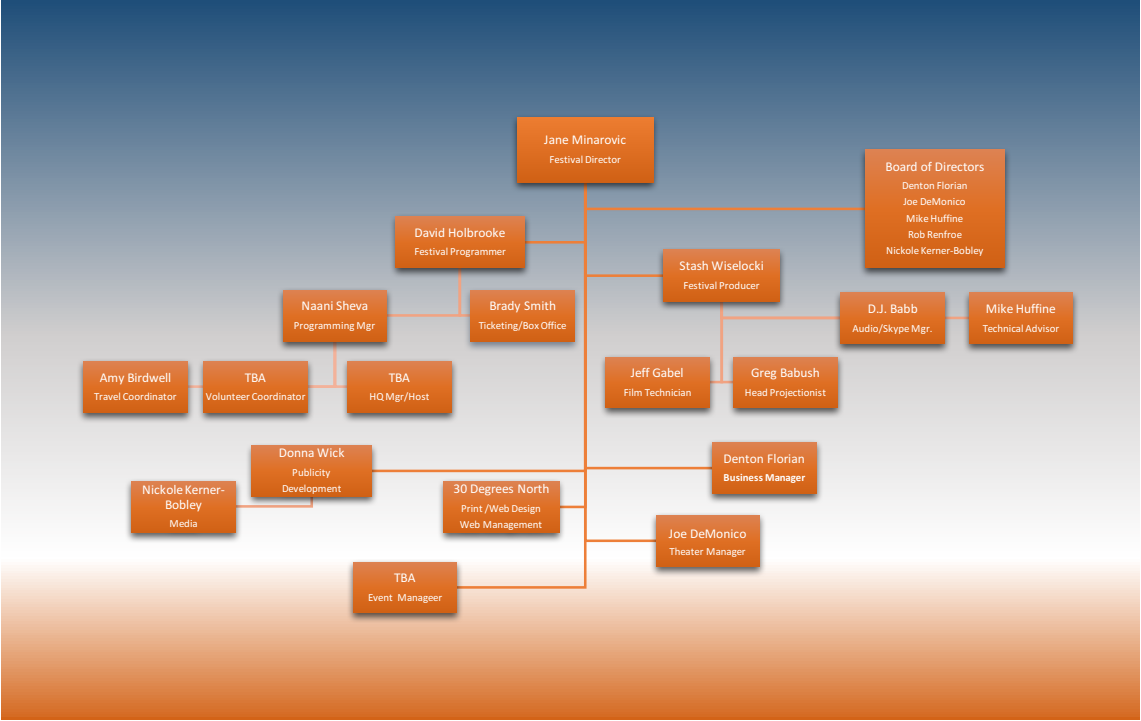
We want to express our appreciation for this opportunity to work with you.

Sincerely,

Foundation Group, Inc.

**Denton Florian engaged Foundation Group and initiated use of this system on 2016-03-27
19:34:58.**

Click to view the current version of the [Terms of Use Agreement](#).



CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon Daxko Software Incentive Funds Request;

BACKGROUND:

The Woodlands Convention & Visitors Bureau received an incentive funds request of \$15,000 for Daxko Software, a group that is looking to host its 2017 conference at The Woodlands Resort & Conference Center. The conference is set to take place on September 9th-14th, 2017 with an anticipated total room block size of 1,170, 350 sleeping rooms on peak. The group is requesting to utilize the funds for a private reception and dinner, food portion only. The group is also looking at two other hotel properties in Houston.

The Woodlands Convention & Visitors Bureau's 2017 approved budget includes a \$75,000 allocation in the "Incentive Funds" budget for requests that the board may decide to grant to bring group business to The Woodlands.

RECOMMENDATION

To be determined by the Board.

Attachments

Daxko Software

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

Incentive Funds Request Form

Name of group: Daxko Software

Date(s) of meeting: 09/09/2017 – 09/14/2017

Name of meeting: 2017 Reach Conference

Host hotel: The Woodlands Resort

Hotel sales contact: Crystal Rios

Anticipated size of room block: 1,170

Group rate: MMP Rate of \$293 / \$219 Room Rate Only

Estimated amount of room revenue: \$256,230.00 Guestroom Revenue

Amount of funds requested: \$15,000

Date of request: 10/14/2016

Specific proposed use of funds:

Group will be having private reception/ dinners and team building events. We would like to see if the Requested funds can be applied towards their private reception/ meals (non-alcohol).

Total of 550 attendees attending reception and dinner

Group contact name: Barbara Silor

Contact email: bsilor@daxko.com

Contact phone number: 205-437-1400

President of The Woodlands CVB Signature: _____

Amount of Funds Offered from The Woodlands CVB: _____

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon photography service proposals for The Woodlands CVB 2017 Creative Campaign

BACKGROUND:

The Woodlands Convention & Visitors Bureau distributed an RFP for the new Creative Campaign, *Come Alive*. With assistance from The Atkins Group, The Woodlands CVB has requested for proposals from experienced destination photographers.

Vendors are responsible for sending in their proposals via email or mail to The Woodlands CVB. Inclusions in their proposals are as follows: portfolio of work, submission of an introduction of their company's background and relevant experience, talent estimations for having a diverse mix to portray leisure family travel, leisure 55+ travel, corporate meetings and business travel audiences, total cost for all other aspects of the project, references, and a timetable for development and implementation. Vendors are required to fill out a Bid Tabulation Form along with the previous elements of their proposals.

The Woodlands Convention & Visitors Bureau allocated dollars within its Direct Media Production line to accomplish a destination photo shoot in 2016. With the recent construction in areas such as Hughes Landing, Waterway Square, and Town Center, The Woodlands Convention and Visitors Bureau has limited up-to-date photos for use in direct marketing materials for leisure and group advertising placements.

These photos would be for use within 2017's *Come Alive* campaign.

As of the deadline for submission, 5:00 p.m. October 27, 2016, only one proposal was received by TWCVB. The proposal submitted by Ashton Rodgers is attached.

RECOMMENDATION

Approve a Vendor to carry out The Woodlands CVB Creative Campaign.

Attachments

Photo shoot proposal

ASHTON RODGERS

Client: The Woodlands Convention & Visitors Bureau

It is a pleasure to be considered for the upcoming shoot for The Woodlands. Our approach is to provide high quality photography while keeping costs as low as possible for you. We see this project as a two day photoshoot but broken up into 2 distinct parts.

Part one would focus on hero imagery, 4-5 main images that set the stage for The Woodlands. This portion would be talent heavy, showing people interacting in the distinct areas whether shopping, on the water, or enjoying nature etc. The team would be a bit larger on this portion with myself and assistant, producer (wrangling talent, locations, and keeping us on schedule), hair & makeup, and wardrobe stylist all working together to capture the main lifestyle shots.

If part one sets the stage, part two would be filling in the gaps of the story. On this day we'd have a skeleton crew (photographer & assistant & producer). The focus would be capturing two beautiful landscapes (morning & evening) and fill the rest of the day with capturing detail imagery that completes the story of what it is to live at The Woodlands. It could include minimal talent where a stylist would not be needed. We would be able to capture up to 8 shots.

The estimate will be submitted in two parts #063 & #064. Part two #064 will be presented as an add-on option. Page 7 - "Photo Production Bid Tabulation Form" was left blank as the estimate is project based. All insurance requirements are met and proof will be provided upon acceptance of bid.

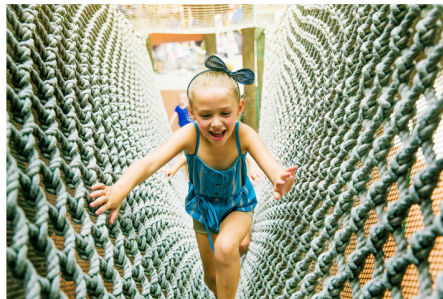
Included is a sampling of my work and is presented to give you the "look and feel" I envision for this project.

Thank you for your consideration,

Ashton Rodgers
Photographer
www.ashtonrogers.com

ASHTON RODGERS

Look & Feel



THE WOODLANDS

CONVENTION & VISITORS BUREAU

The Woodlands, Texas

Request for Proposal (RFP) *Photo Services For 2016-2017 Creative Campaign*

SCOPE: The purpose of this Request for Proposal (RFP) is to select a professional photographer to photograph the people, places and attractions of our destination being The Woodlands, Texas. Photos will be used to support the new brand campaign efforts and showcase the diversity of experiences available in The Woodlands. Included below are a sampling of images that exemplify our brand.

General Specifications:

- Submissions should include a portfolio of work, whether through the photographer's website or other methods to provide examples.
- Preferred photography style is warm, natural, sophisticated, vibrant and engaging.
- The Woodlands Convention & Visitors Bureau ("TWCVB") shall obtain through procurement of your services paid-in-full exclusive ownership of 20 or so primary images in the form of high-quality digital photography, as well as a library of secondary images of TWCVB choosing from those shot by photographer. THERE SHALL BE NO ADDITIONAL FEES FOR FULL OWNERSHIP AND USE OF ALL IMAGERY BEYOND THE HOURLY SERVICE FEE QUOTED IN YOUR RESPONSE TO THE RFP.
- A diverse mix of main talent and extras should also be included in portraying leisure family travel, leisure 55+ travel, corporate meetings and business travel audiences.
- TWCVB reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous, and to waive irregularity in any bid.
- By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this RFP packet.
- To be eligible to respond to this RFP, the bidder must demonstrate that they have the skill, capacity, and ability to provide full digital image production services, including, but not limited to, photography, editing, approval processes and appropriate staff.
- All Bids must be made on the required BID TABULATION FORM. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Tabulation Form must be fully completed and executed when submitted.
- TWCVB shall not be liable for any costs incurred by bidders in responding to this RFP, preparing or completing the proposal package, or for the performance evaluation, if

required, and shall in no way assume any other liability of bidders in responding to this RFP.

- A conditional Bid may be cause for rejection.
- Sealed Proposal Packages must contain: Specifications, Requirements and Acknowledgement Form; Bid Tabulation Form; Vendor Insurance Certificate; and three (3) references. All Bids must be received by TWCVB's at The Woodlands Convention and Visitors Bureau, Attn: Emilie Harris, 2801 Technology Forest Blvd. The Woodlands, TX 77381. Proposal Packages may also be submitted electronically. Please Email Proposal Packages to: Alie Broussard at alie.broussard@thewoodlandscvb.com, **no later than 5 p.m. on Thursday, October 27, 2016.**
- Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by **5 p.m. on Monday, October 24 2016** by email to Jayme Legros at jayme@theatkinsgroup.com. Any and all questions will be responded to in the form of a written addendum. All addenda received shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Bid Tabulation Form.
- TWCVB reserves the right to amend or revise any of these RFP documents, in whole or in part, as they deem necessary and without further notice to the bidders. Any addenda, revisions or amendments to these RFP documents shall replace the latest version of the RFP and may be uploaded to the same location as the original RFP on TWCVB's website, www.visitthewoodlands.com.

ATTACHMENT A
Specifications, Requirements and Acknowledgment FORM

Bidder shall **complete every space and submit additional items stated (see bolded text)** in the bidder acknowledgement column with initials to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Acknowledgement
1	Bid prices shall be inclusive of all costs related to the provision of digital image photography and production services (staff, talent, vehicles, set up, tear down, equipment, etc).	AR
Standard of Conduct and Appearance		
2	Vendor shall exhibit proper decorum and act in a professional manner during all directed production. Vendor may not smoke or drink alcoholic beverages while providing services to TWCVB that are outlined in this RFP.	AR
3	Vendor shall adhere to image standards - meaning each employee will be identified by a company uniform (shirt, pants, shorts, etc.).	AR
Timeline and Contract Term		
4	The contract for services, if awarded, shall be for the calendar year 2016-2017 (November 2016 through December 2017). Any and all financial obligations of the TWCVB under a proposed contract are conditional as they relate to a yearly appropriation.	AR
5	Timeline: (estimated) <ul style="list-style-type: none"> • Questions re: Bid – 5 p.m. on Monday, October 24, 2016 • Bid Due Date – 5 p.m. on Thursday, October 27, 2016 • Bid Approval Date – November 2016 • Contract Commencement Date – November 2016 	AR
Communication		
6	Though the contractor will have one (1) main contact, communication will be with multiple staff members due to the number of programs and events. Bidder shall be capable of receiving communication by web, email, or via phone call/message. If awarded, the contractor will work closely with TWCVB staff and advertising agency on specific locations, shot list, schedule, and details.	AR
Payment		
7	Payment will be made by the TWCVB' Agency within thirty (30) calendar days after submission of a qualifying invoice in accordance with contract and with all questions of TWCVB staff being resolved based on the Accounts Payable calendar which will be provided to the successful contractor.	AR
8	No taxes shall be included in the bid price since the TWCVB are exempt from all sales tax and will provide the selected vendor	AR

	applicable proof of sales tax exemption.	
9	All invoices shall indicate the type of service (program or event), services provided, time of event, location, etc.	AR
Insurance Requirements		
10	Selected contractor shall provide the TWCVB acceptable proof of insurance which meets the requirements as identified in the bid packet. See "Attachment C."	AR
Sub-contractors		
11	The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the TWCVB, which may be withheld in TWCVB sole discretion.	AR
Non-exclusive Arrangement		
12	The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the TWCVB may, at any time, secure similar or identical services from other vendors at its sole option.	AR
Township / TWCVB Responsibility		
13	The TWCVB shall provide direction for all projects it initiates.	AR
Technical Requirements		
14	It shall be the vendor's responsibility to have the proper equipment necessary for these services.	AR
Programs/ Events		
15	TWCVB shall meet with the photographer to discuss suggested photographic scenes and locations for desired images.	AR
Additional Services		
16	The TWCVB may require additional items of a similar nature, but not specifically listed in this contract. The vendor agrees to provide such items, and shall provide the TWCVB prices on such additional items based upon the formula or method which is the same or similar to that used in establishing the prices in this proposal. If acceptable to the TWCVB, the TWCVB shall authorize the Vendor to provide such additional goods and services, and Vendor shall timely provide such additional goods and services. Notwithstanding the forgoing, the TWCVB reserves the right to procure any such additional services from other Producers, contractors, or to utilize the TWCVB employees, agents, affiliates or assigns to provide the additional good and services at any time and at its sole discretion.	AR
Bid Evaluation		
17	Evaluations of the bid will be based on a variety of criteria as determined solely by the TWCVB and may include, in whole or in part: total cost of services for specified services, vendor's experience and proven ability to successfully perform the specified work, vendor's experience with similar contracts and/or scope of	AR

	services, quality, reliability, and references.	
18	Bidder is required to submit an introduction of you/your company's background, and relevant experience (Brief:1-2 paragraphs).	AR
19	Bidder is required to submit two (2) references.	AR
20	Bidder is required to submit samples of past work and project and how they will inform this project (Submitted online, as an attached pdf or printed)	AR
21	Proposed budget for the project. Total Cost for the project should include: -Photo usage for print, outdoor, web, online TV (unlimited use). -All creative fees- directors of photography, casting, preproduction, producer, scouting, assistants, stylists, wardrobe, insurance, craft services, mileage, supplies, misc. -All Talent Expenses (Including all talent fees for unlimited use of imagery for unlimited amount of time.)	AR
22	Proposed timetable for development and implementation	AR
23	If the vendor has not previously performed like services for the The Woodlands Township or TWCVB, the TWCVB reserves the right to require a probationary period to determine if the Vendor can perform in accordance with the requirements of the contract and to the satisfaction of the TWCVB. Such period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the decision of TWCVB to continue with the vendor or select another vendor.	AR

I have read and completely understand this, SPECIFICATIONS, REQUIREMENTS AND ACKNOWLEDGMENT FORM, and hereby affirm that I am able to and shall meet, conduct and perform each specification and requirement contained therein.

OCT 27, 2016

DATE



SIGNATURE

Owner

TITLE

801.471.7597

PHONE

ARP Images LLC

COMPANY

Ashton Rodgers

NAME (PLEASE PRINT)

ashtonrodgers@gmail.com

EMAIL

www.ashtonrodgers.com

WEBSITE

The Woodlands Convention & Visitors Bureau use only

DATE RECEIVED

RECEIVED BY

ATTACHMENT B
Photo Production Bid Tabulation Form

PART ONE: Price


Service	Price Per Hour
Strategy Meeting(s) with Client	
Pre-Production	
Casting Talent and Other Expenses	
Photography	
Editing	
Post Production	

*information can be found on attached bid

Bidders will be scored based on the following criteria:

Service	Percentage of Score
Project Approach	25
Quality of previous work	25
Pricing	40
References	10

I, Ashton Rodgers, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree that all information that I have provided herein is true and correct and accurately reflects my skills and ability and the quality of my production services. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.


SIGNATURE

Ashton Rodgers
NAME (PLEASE PRINT)

Owner
TITLE

ARP Images LLC
COMPANY

ATTACHMENT C
Insurance Requirements

Vendor agrees to maintain and require its subcontractors to maintain at all times the following coverage at no less than the limits indicated:

Worker's Compensation Insurance - Statutory
Employers Liability - \$100,000

Automobile Liability (Including Owned and Non-Owned autos)
Bodily Injury - \$250,000 each person
- \$500,000 each occurrence
Property Damage - \$100,000 each occurrence

Commercial General Liability
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

Umbrella Liability - \$1,000,000 each occurrence
- \$1,000,000 annual aggregate
- \$ 25,000 self insured retention

Vendor's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to The Woodlands Township ("Township") and The Woodlands Convention & Visitors Bureau (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 the Township/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 the Township/TWCVB and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of performance of the Work, Vendor shall furnish certificates which shall identify the Township/TWCVB as additional insurers to the Township/TWCVB in duplicate, evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Vendor's obligation to completely defend, indemnify and hold harmless the Township and TWCVB.**

ATTACHMENT D
References Form

Please provide the following information from three (3) clients for whom you have provided professional photography services within the past twelve (12) months. Please also attach to this form letters of recommendation from the below-named clients.

1. Agency/Company: **The Richards Group**
Contact Name: **Julie Richards**
Contact Phone: **214.891.5896**
Contact Email: **julie_richards@richards.com**
Website: **richards.com**
Products Delivered: **photography**

2. Agency/Company: **Texas Creative**
Contact Name: **Michael Streubert**
Contact Phone: **210.355.9742**
Contact Email: **mstreubert@gmail.com**
Website: **texascreative.com**
Products Delivered: **photography**

3. Agency/Company: **The Atkins Group**
Contact Name: **James Howe**
Contact Phone: **210.444.2500**
Contact Email: **jamesh@theatkinsgroup.com**
Website: **theatkinsgroup.com**
Products Delivered: **photography**

Ashton Rodgers Photography
 11006 Gilpin Canyon
 Helotes TX 78023
 United States



The Woodlands Convention & Visitors Bureau
 Alie Broussard
 2801 Technology Forest Blvd.
 The Woodlands TX 77381

Estimate # 0000063
 Estimate Date October 27, 2016
 PO # The Woodlands - Part 1

Estimate Total (USD)	\$27,450.00
-----------------------------	--------------------

Item	Description	Unit Cost	Quantity	Line Total
Creative Fee	Fee includes 5 year unlimited usage	4,000.00	1	4,000.00
Tech Scout		1,200.00	1	1,200.00
Equipment	Digital Kit - Camera + Lenses + Laptop	600.00	1	600.00
	Lighting	500.00	1	500.00
Crew	Producer	800.00	5	4,000.00
	PA	250.00	2	500.00
	1st Assistant	350.00	2	700.00
	Hair & Make-up	750.00	1	750.00
	Wardrobe Stylist	750.00	3	2,250.00
Casting	Casting from Files	900.00	1	900.00
Talent	6 Adults (Real People)	900.00	6	5,400.00
	2 Minors (Real People)	500.00	2	1,000.00
Props & Wardrobe	16 Wardrobe Purchases @ 75 ea. Supplemental Looks, 1 p/ person	75.00	16	1,200.00
Production Expense	Catering (20 people)	900.00	1	900.00
	Craft Service (20 people)	150.00	1	150.00
	Motorhome (talent prep & client office)	1,000.00	1	1,000.00
	Production Supplies (tents, chairs, tables)	250.00	1	250.00
	Misc Production expense	250.00	1	250.00
Travel	Crew mileage (500 miles)	0.55	500	275.00
	2 Hotels	150.00	3	450.00
	2 Meals	50.00	3	150.00
Insurance	Riders Binders	650.00	1	650.00
Photo Finishing	Selected images will delivered color corrected & retouched for blemishes. Additional "Major" Retouching will be estimated separately	75.00	5	375.00

Estimate Total (USD)

\$27,450.00

Terms

AGREEMENT- This agreement between the undersigned photographer (hereafter "Photographer") and the undersigned client, (hereafter "Client") governs the assignment described in the accompanying price estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

ESTIMATES/BIDS- The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith estimate of the time and expenses the Photographer anticipates.

ADVANCE & FINAL PAYMENT- Project advance of 50% of estimate total will be paid to Photographer before project begins. Client shall make final payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee and 1.5%/month interest. Please make checks payable to Ashton Rodgers Photography

COPYWRIGHT- Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights not expressly granted shall be reserved by the Photographer.

ADDITIONAL USAGE- If Client wishes to make any additional uses of the photographs not covered in the initial agreement, Client shall obtain permission from the Photographer and pay an additional fee to be agreed upon.

EXCLUSIVITY- The photographs will be exclusive to the Client for the term of the licensing agreement, but not to exceed 5 years. The Photographer may use the Photos in his/her own marketing materials at any time.

CANCELLATIONS, POSTPONEMENTS- In the event of a cancellation or postponement of a shoot by the Client or subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is canceled within 24 hours of departure from the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job.

CLIENT REPRESENTATION- The Client is responsible for the presence of an authorized representative at the shoot to approve the Photographer's interpretation of the assignment. If a Client representative is not present, the Photographer's interpretation shall be deemed acceptable.

AUTHORSHIP CREDIT- A credit in the name of the Photographer shall accompany his photographs whenever practical.

INDEMNIFICATION- Client hereby indemnifies and hold the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work.

TURN AROUND TIME- Normal schedule for web photo gallery is 48 hours. Final files will be delivered within 5 days of request. There will be a 75.00 additional charge for 24 hour service, and 150.00 additional charge for same day service.

RETOUCHING- All rental processed files have basic retouching (spotting , simple blemishes removed) included in the final file charge. Any additional retouching requested by the Client will be billed at 150.00 per hour.

TEAR SHEETS- Client will provide Photographer with two entire copies of any publication his photos appear in (except in the case of Publicity Use) upon publication.

EXPIRATION- Estimates are valid for 30 days unless signed by both parties.

Notes

This estimate is based on the following:

1 tech scout day

1 shoot day

Talent: 6 adult talent, 2 minor talent

Supplemental wardrobe looks for 8 models, 2 looks each, talent will need to bring options. No Props

Casting real people from cards, no live casting.

All locations and permits to be supplied by client.

Estimate may need to change based on final shot list provided by agency.

Deliverables: 4-5 images based on agency provided shot list

Ashton Rodgers Photography
11006 Gilpin Canyon
Helotes TX 78023
United States



The Woodlands Convention & Visitors Bureau
Alie Broussard
2801 Technology Forest Blvd.
The Woodlands TX 77381

Estimate # 0000064
Estimate Date October 27, 2016
PO # The Woodlands - Part 2

Estimate Total (USD) \$7,250.00

Item	Description	Unit Cost	Quantity	Line Total
Creative Fee	Fee includes 5 year unlimited usage	4,000.00	1	4,000.00
Crew	Producer	800.00	1	800.00
	Assistant	350.00	1	350.00
Equipment	Digital Kit - Camera + Lenses + Laptop	600.00	1	600.00
	Lighting	500.00	1	500.00
Travel	Hotel	150.00	2	300.00
	Meals	50.00	2	100.00
Photo Finishing	Selected images will delivered color corrected & retouched for blemishes. Additional "Major" Retouching will be estimated separately	75.00	8	600.00

Estimate Total (USD) \$7,250.00

Terms

AGREEMENT- This agreement between the undersigned photographer (hereafter "Photographer") and the undersigned client, (hereafter "Client") governs the assignment described in the accompanying price estimate, and along with these Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

ESTIMATES/BIDS- The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made orally or in writing, may result in additional charges. The accompanying quote is a good faith estimate of the time and expenses the Photographer anticipates.

ADVANCE & FINAL PAYMENT- Project advance of 50% of estimate total will be paid to Photographer before project begins. Client shall make final payment within 30 days of invoice. Late payments will be billed a \$20.00/month handling fee and 1.5%/month interest. Please make checks payable to Ashton Rodgers Photography

COPYRIGHT- Grant of any reproduction rights to the Client is conditioned upon receipt of payment in full. All rights not expressly granted shall be reserved by the Photographer.

ADDITIONAL USAGE- If Client wishes to make any additional uses of the photographs not covered in the initial agreement, Client shall obtain permission from the Photographer and pay an additional fee to be agreed upon.

EXCLUSIVITY- The photographs will be exclusive to the Client for the term of the licensing agreement, but not to exceed 5 years. The Photographer may use the Photos in his/her own marketing materials at any

time.

CANCELLATIONS, POSTPONEMENTS- In the event of a cancellation or postponement of a shoot by the Client or subject, Client shall pay all expenses incurred by the Photographer up to the time of cancellation, plus a fee to be agreed upon. If a shoot is canceled within 24 hours of departure fro the shoot, Client shall also pay 50% of the anticipated photographic fee and 100% of the anticipated fees of any subcontractors booked for the job.

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INDEMNIFICATION- Client hereby indemnifies and hold the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work.

TURN AROUND TIME- Normal schedule for web photo gallery is 48 hours. Final files will be delivered within 5 days of request. There will be a 75.00 additional charge for 24 hour service, and 150.00 additional charge for same day service.

RETOUCHING- All rental processed files have basic retouching (spotting , simple blemishes removed) included in the final file charge. Any additional retouching requested by the Client will be billed at 150.00 per hour.

TEAR SHEETS- Client will provide Photographer with two entire copies of any publication his photos appear in (except in the case of Publicity Use) upon publication.

EXPIRATION- Estimates are valid for 30 days unless signed by both parties.

Notes

This estimate is based on the following and is contingent on Estimate #063 "Part 1":

1 shoot day

Talent: provided by client (reimbursed by client)

All locations and permits to be supplied by client.

Estimate may need to change based on final shot list provided by agency.

Deliverables: 8 final images based on agency provided shot list

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon sponsorship request from Wine and Food Week;

BACKGROUND:

The Woodlands Convention & Visitors Bureau received a sponsorship request from Wine & Food Week for \$25,000. The Woodlands CVB sponsored Wine & Food Week in 2016 at the amount of \$10,000.

Wine & Food Week will take place on June 5th-11th, 2017 at various venues throughout The Woodlands. In 2016, there were 202 track able sleeping rooms made for Wine & Food Week. The festival had 8,509 attendees, 1,957 from The Woodlands and 6,552 from outside The Woodlands. Visitors came from 46 cities across Texas including, Amarillo, Austin, La Porte, Dallas, and Waco just to name a few.

The Woodlands CVB's 2017 approved budget includes a \$40,000 allocation in the "Other Festivals and Events" budget for events sponsorship opportunities the board may decide to act upon. This budget has historically been used for other community events and festivals that come up throughout the year that The Woodlands CVB considers adding destination appeal through the use of hotel rooms and/or branding of The Woodlands name as a great place to visit, hold conventions and meetings, or meet for reunions, weddings, sports tournaments, arts, events and more.

The Woodlands CVB staff believes the continued support of Wine & Food Week will allow for the event to grow and continue to be recognized on a state and national level.

RECOMMENDATION

To be determined by the Board.

Attachments

Wine and Food Week Sponsorship Application
2016 Wine and Food Week Event Recap
WFW Media Valuation 2016
Food and Vine Time Insurance
Actual P&L for WFW 2016

THE WOODLANDS

CONVENTION & VISITORS BUREAU

Sponsorship Request Application

The Woodlands Convention and Visitors Bureau (TWCVB) is pleased to provide sponsorship funds for events that increase tourism and visitors to and promote The Woodlands, Texas. If your Sponsorship Request is approved, you will be required to complete a Event Summary Report within Sixty (60) days after your event has taken place. The follow-up survey will assist TWCVB in determining the success/effectiveness of the event and whether or not future sponsorship funds should be granted if requested.

All Sponsorship Request Applications must be submitted at least One Hundred and Twenty (120) days before the proposed event or activity for which the sponsorship is sought.

All applications must be completed as described. Incomplete applications may result in funding being denied. Any blank line containing no answer should be filled in as "N/A" or "None"

Please complete a separate Application for each sponsorship request.

Please submit the additional requested documentation along with this application

Date of Application 10/14/16

APPLICANT INFORMATION

Organization Name Wine & Food Week

Organization Type

- Non-Profit Organization
 For Profit Organization (Corporation, Limited Liability Company, Limited Partnership)
 Civic/Governmental Organization
 School/Educational Organization
 Other *If Other Explain* _____

Contact Person Constance McDerby Title Founder & Co-Producer

Telephone 713-557-5732

Fax 713-481-9831

Cell Phone 832-250-8917

Email CONSTANCE@GoodANDvinetime.co

Website www.wineANDfoodweek.com

Organization Mailing Address 13518 N. Spacewood Bend
Houston, TX 77077

TWCVB requires a copy of the current Financial Statement for Organizations including Profit and Loss Statement and Balance Sheet. Attach to this this Application.

INSURANCE INFORMATION

Do you have liability insurance coverage for this event? Yes () No ()

Name of Insurance Agent Charly Adler
Name of Insurance Company Caled Insurance and Financial Services, Inc
Phone Number 281-395-9400 Division of Shore Pavoyt Ins. Group

Please provide a copy of the certificate of insurance along with this Application.

EVENT INFORMATION

Date(s) of the Event June 5-11, 2017

Event Name Wine & Food Week

Event Director Clifton & Constance McDerby

Place of Event Various Venues Across the week on The Woodlands

Summary of the Event Multi-day, multi-Seceted culinary & wine DESTINATION event that draws industry guests, ticket-purchasers and media representatives statewide and from across the nation as well as Europe

Admission Fee to Event (if any) \$ 25 - 250 depending on event

Total Attendance 11,000
Anticipated Number of Woodlands Residents at the Event

M-wed	Thurs	Fri	SAT.
<u>All Woodlands</u>	<u>70%</u>	<u>35%</u>	<u>20%</u>

Anticipated Number of Non-Woodlands Residents at the Event 30% 65% 80%
(25 mile radius outside of the Woodlands)

Describe how the event benefits The Woodlands community Raises funds and awareness for New Danville and The Signatures Literacy efforts in Montgomery County. It creates major economic impact through hotel stays, dining & shopping.

Identify the event's target participants/attendees and the potential for economic return Target audience is 30-year to 60 year old affluent consumers who travel for lifestyle-oriented events

Briefly describe how will this event will benefit tourism to The Woodlands and how it is expected to contribute to overnight lodging in and around the Woodlands This 13 year old event has proven to fill hotel nights with groups from areas such as Peru, Bulgaria, Italy, etc.; industry representatives from all across the US as well as weekend event goers - filling rooms for multiple days

Without reports from the area as a comprehensive tracker it's difficult to prove the numbers. The Marriott Waterway and Woodlands Resort can verify (with) Room Block & FUTURE can submit last showing Room Nights.

Summarize the marketing plan for the event 10-20 TV interviews, Print partnership with Houston Chronicle, Houston Luxury, Lifestyles Magazine Marketwide, Greensheet, Texas Monthly, Fox 26, Community Impact News, HCN, Lux on Good Taste TV, The Cleverley Show, Outdoor Billboards

What type of promotional material will you utilize for the event? (Check all that apply)

- Posters
- Flyers/Brochures
- Invitations
- T-Shirt
- Emails/E-Blasts
- Event Website/Social Media If so, web address WINE and Food week.com
- Other: Full Scale P.R. Campaign Regionally plus Gender Markets
- Other: Tourism partners of Aruba, Bulgaria, Mexico, Italy, Louisiana, Waso Hobbes, California

Identify methods for tracking and measuring the attendance and success of this event (Examples include: conducting consumer surveys at event, tallying guest book entries, surveying telephone callers, ticket sales, gate or entry count, and using redeemable coupons in print and/or paid media) Consumer Surveys at events throughout the week, ticket sales, EventBrite and SASSIRE ticketing systems, media research.

EVENT BUDGET INFORMATION

TWCVB Sponsorship amount requested for event	\$ <u>25,000</u>
Event funds to be provided by Applicant	\$ <u>250,000</u>
Total Budget for the Event	\$ <u>275,000</u>

Have you or do you plan to request sponsorships from any other organizations (including, without limitation, The Woodlands Township or any other municipal or governmental entity) for this event?

() Yes No

If yes, please fill in the following information:

Sponsor Name	Amount Requested	Sponsorship Confirmed?
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Have you been granted sponsorship funds from TWCVB before? Yes () No

If yes, please fill in the following information for each previous TWCVB Sponsorship:

Date <u>6/2016</u>	Amount Granted \$ <u>10K</u>	Event <u>Wine & Food Week</u>
Date <u>6/2015</u>	Amount Granted \$ <u>10K</u>	Event <u>Wine & Food Week</u>
Date <u>6/2014</u>	Amount Granted \$ <u>10K</u>	Event <u>Wine & Food Week</u>

PREVIOUS EVENTS BY APPLICANT

Have you held this event (or a reasonably similar event) in the past? Yes () No

If yes, please fill in the following information for three most recent events:

Name Date	Event	Location	# of Attendees	
			Woodlands/Non-Woodlands	
<u>2016</u>	<u>Wine & Food Week</u>	<u>VARIOUS</u>	<u>41</u>	<u>159</u>
<u>2015</u>	<u>Wine & Food Week</u>	<u>VENUES IN</u>	<u>49</u>	<u>50</u>
<u>2014</u>	<u>Wine & Food Week</u>	<u>The Woodlands</u>	<u>51</u>	<u>49</u>

Average dollar amount spent per person at most recent event \$ 63.50 on tickets

Demographics of attendees at most recent event 64% Female / 36% Male -
average age 43 21-34 - 31% / 35-54 47% / 55+ 23%

Budget at most recent event \$ 250,000

Actual expenditures at most recent event \$ 244,274

If TWCVB Sponsorship is denied, will the event still take place? Yes () No

If No please explain why _____

I hereby confirm that all information contained in and additional documents supplied for this application are true and complete as of the date of this application. I acknowledge that I am authorized on behalf of the applicant organization to complete and submit this application and the additional documentation requested herein. I have read and understand TWCVB Sponsorship Request Policy and acknowledge that TWCVB may, at its sole discretion, amend the criteria and policy it utilizes to evaluate Sponsorship Requests.


Event Director's Signature

10.14.16
Date

Please return completed Application and Additional Documentation to:
The Woodlands Convention and Visitors Bureau
Attn: Sponsorship Requests – Emilie Harris, Brand Development Manager
2801 Technology Forest Boulevard
The Woodlands, Texas 77381

To be completed by TWCVB Staff	
Date Application Received ____/____/20____	Reviewed by _____
Application Complete? ()Yes ()No	
Required Additional Documents Provided? ()Yes ()No If no, which documents missing? _____	
Sponsorship Request ()Approved ()Denied If approve, Amount? _____	
Date Applicant advised of approval or denial? ____/____/20____	
Additional Comments _____ _____ _____	

THE WOODLANDS

CONVENTION & VISITORS BUREAU

2016

Post Event Sponsorship Summary Report

Please complete the following Post Event Summary Report regarding the event/activity that was recently funded by The Woodlands Conventions and Visitors Bureau (TWCVB). The purpose of the report is to evaluate TWCVB's investment in your event and to ensure proper accountability for public funds.

THIS REPORT IS DUE WITHIN SIXTY (60) DAYS AFTER THE COMPLETION OF THE EVENT.

Date(s) of Event June 6-12, 2016 Date of Report 6/27/16

Amount of Funding Requested from TWCVB \$ 49,500

Amount of Funding Actually Granted by TWCVB \$ 10,000

Name of Event: WINE & Food Week

Sponsoring Organization: Food & Wine Time Productions

Contact Person: Constance McDerby Title Founder & Co-Producer

Telephone: 832-250-8917 Fax: _____

Cell Phone: 713-557-5732 Email: CONSTANCE@FOODANDWINE.TIME.COM

Economic Impact

This Figure is:

Total Number Attendees 8,509 () Estimated Actual

Number of Woodlands Attendees 23% = 1,957 () Estimated Actual

Number of Non-Woodlands Attendees 77% = 6,552 () Estimated Actual
(25 mile radius outside of the Woodlands)

Gross Revenue from Event \$ 364,000 () Estimated Actual

Net Profit from Event \$ 119,749 () Estimated Actual

See full Event Recap

Please attach event Profit and Loss Report

Number of Hotel Rooms Booked _____ () Estimated () Actual

Number of Nights Booked 202 () Estimated Actual

Direct Economic Impact (Based on \$70/person/day visitor) \$ 774,319

Direct Economic Impact (Based on \$150/person/overnight visitor) \$ 30,300 > \$804,619

Total Actual Event Budget \$ 244,274

Please attach copy actual event budget and expenditures.

How do you measure the above actual or estimated statics? Surveys, EventBrite

Please provide any available documentation to support these statistics.

How was this net income used from this event used? for payroll, staffing, offices & general business operating expenses

Is your organization planning to request funding again next year from the TWCVB? Yes () No

Is this event is held at other locations as well? () Yes Not in 2017

If yes, then please list other locations: _____

What was the biggest challenge to your organization during/before the event? _____

Honestly it was getting support inside of The Woodlands from governmental organizations. Good support from regional & national companies as well as private & independent businesses in The Woodlands

Which was the greatest source of assistance to your organization for this event? _____

Houston Media & international Tourism destinations

What benefits did this event bring to The Woodlands? Hundreds of thousands

of dollars in Marketing exposure - see Media valuation report valued at \$527,900 of actual value (net at 3x IPR rate valuation)

I hereby confirm that all information contained in and any additional documents supplied for this report are true and complete as of the date of this report. I acknowledge that I am authorized on behalf of the applicant organization to complete and submit this report and the additional documentation requested herein. I have read and understand TWCVB Sponsorship Request Policy and acknowledge that TWCVB may, at its sole discretion, amend the criteria and policy it utilizes to evaluate Sponsorship Requests and Post Event Summary Reports.

Constance McElroy
Event Director's Signature

6/27/16
Date

Please return completed Application and Additional Documentation to:
The Woodlands Convention and Visitors Bureau
Attn: Sponsorship Requests – Emilie Harris, Brand Development Manager
2801 Technology Forest Boulevard
The Woodlands, Texas 77381

CAVANAUGH & COMPANY

MEDIA VALUATION REPORT

TO: Constance & Clifton McDerby DATE: July 2016
 FM: Robin Cavanaugh RE: Wine & Food Week 2016

GRAND TOTAL PROMOTIONAL/PR VALUES:

TV COVERAGE (18 live TV stories) \$120,600
PRINT COVERAGE (57 stories) \$143,300
ONLINE COVERAGE (113 captured online stories) \$226,000
MEDIA SPONSOR VALUES \$38,000

GRAND TOTAL PROMOTIONAL AND PR VALUES: \$527,900+

TV STATION	STORY	AUDIENCE COUNT	PUBLICITY VALUE
KTRK, CH. 13	3	250,000	\$19,600
KPRC, CH. 2	1		\$6,000 est
KRIV, CH. 26	12		\$75,000 est
KHOU, Ch. 11	3		\$20,000 est
TOTAL	19		\$120,600

PRINT OUTLET	DATE	COLUMN INCHES	RATE	VALUE
HNC HERE	Feb 25	1	\$300	\$ 300
The Woodlands CVB	April	1	\$200	200
The Woodlands CVB	April	20	\$200	4,000
Bon Appt�it	May	Full page	N/A	AD
Houston Lifestyles & Homes	May	3	\$200	600
Katy Lifestyles & Homes	May	3	\$200	600
The Woodlands Mag	May	5	\$200	1,000
The Woodlands Mag	May	Full page	N/A	AD
Cy Fair Magazine	May	2	\$200	200
Luxcor	May	Full page	N/A	AD
Here Zone 3	May 4	24	\$300	7,200

PRINT		COLUMN		
OUTLET	DATE	INCHES	RATE	VALUE
HCN Here	May 11	27	\$300	8,100
Community Impact	May 12	36	\$200	7,200
Community Impact	May 12	Full Page	N/A	AD
The Villager	May 12	72	\$300	\$21,600
Houston Chronicle	May 12	8	\$300	2,400
Community Impact	May 19	2	\$200	400
Houston Chronicle	May 25	1	\$300	300
The Villager	May 26	8	\$300	2,400
Texas Highways	June	1	\$300	300
Modern Luxury	June	3	\$300	900
Houston Family Magazine	June	2	\$150	300
OutSmart Magazine	June	2	\$200	400
Houston Lifestyles Mag	June	4	\$200	800
Houston Chronicle	June 1	56	\$300	16,800
Houston Chronicle	June 1	44	N/A	N/A
HCN HERE	June 1	Cover	\$300	10,000
HCN HERE	June 1	64	\$300	19,200
Eastex Advocate	June 1	3	\$200	4,600
Dayton News	June 1	3	\$300	900
Tomball Potpourri	June 1	3	\$300	900
Magnolia Potpourri	June 1	3	\$300	900
Cypress Creek Mirror	June 1	3	\$300	900
Cypress Creek Mirror	June 1	3	\$300	900
East Mont Co. Observer	June 1	3	\$300	900
Kingwood Observer	June 1	3	\$300	900
Lake Houston Observer	June 1	3	\$300	900
Humble Observer	June 1	3	\$300	900
HCN Summer Fun 101	June 1	29	\$300	8,700
Houston Chronicle	June 1	1	\$300	300
Houston Chronicle	June 2	47	\$300	14,100
Bellaire Examiner	June 2	3	\$300	900
Spring Observer	June 2	3	\$300	900
Sugar Land Sun	June 2	3	\$300	900
Sugar Land Sun	June 2	3	\$300	900
Memorial Examiner	June 2	3	\$300	900
Memorial Examiner	June 2	3	\$300	900
The Greensheet	June 3	Cover + 30		5,000

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Houston Chronicle	June 8	1	\$300	300
HCN Here	June 8	30	\$300	\$9,000
Houston Chronicle	June 9	1	\$300	300
Community Impact	June 9	5	\$200	1,000
The Villager	June 9	7	\$300	2,100
Community Impact	June 9	2	\$200	400
Houston Chronicle	June 15	16	\$300	4,800
The Courier Montgomery	June 16	10	\$300	3,000
The Courier Montgomery	June 19	75	\$300	22,500
Luxcior	July	4 Full Pages	\$2500	10,000
Lifestyles Magazine Houston	July	6	\$200	1,200
Lifestyles Magazine Fort Bend	July	6	\$200	1,200
Living Magazine Cy-Fair	July	24	\$200	4,800
PRINT TOTAL:				\$143,300
ONLINE LISTINGS:				VALUE
10Times.com				\$2,000
365ThingsToDo.com				2,000
365ThingsToDo.com				2,000
ABC13				2,000
ABC13				2,000
AlaskanBeer.com				2,000
AllEvents.in				2,000
AllEvents.in				2,000
AmericanTowns.com				2,000
AmericanTowns.com				2,000
AmericanTowns.com				2,000
ArtsHound.com				2,000
ArtsHound.com				2,000
ArtsHound.com				2,000
BenEKeith.com				2,000
BlackGirlsWhoBrunch.com				2,000
Blogarama.com				2,000
Blog.Chron.com				2,000
Blogs.TheGreenSheet.com				2,000
BrunchAndConversation.com				2,000
Chron.com				2,000

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Chron.com	2,000
Chron.com	2,000
Chron.com	2,000

CommunityImpact.com	2,000
CommunityImpact.com	2,000
CraftGrillRestaurants.com	2,000
CTPost.com	2,000
CultureMap.com	2,000
CultureMap.com	2,000
CultureMap.com	2,000
Cy-FairLifestylesAndHomes.com	2,000
Cy-FairLifestylesAndhomes.com	2,000
DavidLNewman.net	2,000
En-Us.Fievent.com	2,000
Eventful.com	2,000
Eventful.com	2,000
EventoCentral.com	2,000
Explara.com	2,000
Femme_foodie (Instagram)	2,000
FocusTexasMag.com	2,000
FOX 26	2,000
FOX 26	2,000
Gayot.com	2,000
GoodTaste.tv	2,000
GoodTaste.tv	2,000
GristleAndGossip.com	2,000
GristleAndGossip.com	2,000
HankOnFood.com	2,000
Har.com	2,000
HoustonFamilyMagazine.com	2,000
HoustonNewcomerGuides.com	2,000
HoustonPress.com	2,000

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HoustonPress.com	2,000
HoustonPress.com	2,000
IACCTexas.com	2,000
KatyLifestylesAndHomes.com	2,000
KHOU.com	2,000
KHOU.com	2,000
KHOU.com	2,000
KHOU.com	2,000
KStar Country/KVST 99.7 FM (Facebook)	2,000
LocalWineEvents.com	2,000
LocalWineEvents.com	2,000
LocalWineEvents.com	2,000
Luxcior.com	2,000
MarketStreet-TheWoodlands.com	2,000
PressReader.com	2,000
PressReader.com	2,000
PrimeLiving.com	2,000
SFGate.com	2,000
SignedEvents.com	2,000
SignedEvents.com	2,000
SpringToday.com	2,000
TexasMonthly.com	2,000
TheBull.com	2,000
TheDrunkenDiva.com	2,000
The Drunken Diva (Facebook)	2,000
The Greensheet (Plus.Google.com)	2,000
ThePaperMagazine.com	2,000
TrendOffset.com	2,000
USamPM.com	2,000
VisitHoustonTexas.com	2,000
VisitTheWoodlands.com	2,000
VisitTheWoodlands.com	2,000
WineTrailTraveler.com	2,000
WoodlandsEvents.com	2,000
WoodlandsJournal.com	2,000
WoodlandsLifestylesAndHomes.com	2,000
WoodlandsLifestylesAndHomes.com	2,000
WoodlandsMommy.com	2,000
WoodlandsOnline.com	2,000
WoodlandsReloGroup.com	2,000
WoodlandsTX.com	2,000

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WorkingMother.com	2,000
YesAutoInsuranceQuotes.com	2,000
YourGlassOrMine.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
YourHoustonNews.com	2,000
113 ONLINE LISTINGS TOTAL:	\$226,000
MEDIA SPONSOR PROMOTIONAL VALUES:	
MIX 96.5 - 40 mentions, 20 giveaways, online listing, Live onsite	\$10,000
K-Star Country 24, mentions,22 giveaways & 20 commercials,	\$ 4,500
John Cooper School Press Release	\$ 1,000
Texas Monthly	\$40,000
Texas Monthly After-glow	\$16,995
Houston Magazine After-glow	\$11,225
Houston Magazine (May& June)	\$68,000
Woodlands CVB E-blasts (2)	\$ 3,000
Market Street E-blasts (2)	\$ 2,000
H-E-B Flyers, Posters, End-cap	\$48,000
Houston Chronicle Promotional Ads - 6 - 1/4 page color	\$30,000
Community Impact March/April, May/June	\$36,000
Woodlands Lifestyles	\$15,000
Houston Event Photos	\$ 7,500
Refuge Bar & Bistro E-blast	\$ 1,500
Food & Vine Time E-blasts - Total of 8	\$16,000
Food & Vine Time Social Media (FB, Twitter, Instagram)	\$25,000
The Cleverley Show - Ticket Giveaways, on-air, FB post	\$3,000
MW Cleaners - 2 eblasts 5/20 and 5/27 to 6,000 each	\$3,000
MEDIA SPONSOR PROMO VALUES:	\$527,900

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**2016**

	Actual
Website	\$1,676
TABC lisc	\$5,837
Health per	\$4,869
Printing	\$11,697
Event signs	\$8,626
Advertising	\$34,484
Ticket/related	\$3,076
Supplies	\$11,001
Venue Cost	\$51,670
Decorations/WOW	\$72,868
Accounting	\$1,100
Insurance	\$900
Security	\$650
Audio visual	\$2,400
Sales Commissions	\$45,740
Sponsor execution	\$1,110
Misc. Supplies	\$3,730
Staffing and Payroll	\$26,170
Travel	\$24,870
TOTAL COST	\$312,474
Registration Fees	\$33,225
Ticket Sales	\$165,775
Sponsorship	\$180,475
TOTAL REVENUE	\$379,475
EVENT PROFIT	\$67,001

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon Request for Interest for Public Relations Agency of Record in 2017;

BACKGROUND:

The Woodlands Convention & Visitors Bureau (TWCVB) 2017 Public Relations plan will focus on increasing the awareness of The Woodlands to local, regional, statewide, national and international audiences. These efforts will generate thousands of unpaid advertising dollars in publications.

TWCVB has developed a comprehensive Request for Interest (RFI) for bid process. This RFI will be posted on TWCVB's website in order to identify public relations agencies in the Greater Houston area and beyond. Thorough judging criteria will be used to score each of the candidates based on the items submitted in the proposal. Proposals are graded based on the following items:

- **Criteria I:** Experience, Reporting and Other Required Services (15 points)
- **Criteria II:** Understanding The Woodlands as a Destination and Unique Ideas to bring to TWCVB (15 points)
- **Criteria III:** Experience booking qualified travel writers, bloggers and influencers on media trips (15 points)
- **Criteria IV:** Corporate References and Staff Experience (15 points)
- **Criteria V:** Cost (40 points)

The goal of posting the RFI is to find an agency with a thorough understanding of destination marketing and the contacts to continue marketing The Woodlands as a premiere destination for leisure and business travel in new, strategic ways.

Based on the above criteria, TWCVB team will post the RFI following Board approval and move forward with gathering bids. Once bidding has been closed, TWCVB team will present the Board with the options for Board approval.

If approved, the service agreement would begin in January 2017 with a two (2) year renewals for calendar year 2018 and 2019 without RFP process in the next two (2) years.

RECOMMENDATION

Approve Request for Interest for Public Relations Agency of Record in 2017 for distribution.

Attachments

Request for Interest PR Agency of Record

THE WOODLANDS

CONVENTION & VISITORS BUREAU

visitthewoodlands.com

Request for Interest

Public Relations Agency of Record

The Woodlands, Texas

Issuance Date: November 4, 2016

Due Date: December 31, 2016

Request for Interest
2017 Public Relations Agency of Record

I. BACKGROUND

In 2007, The Woodlands Convention & Visitors Bureau (TWCVB) was created as a 501 (c) (6) organization to promote The Woodlands as a travel destination for the Greater Houston area and beyond through marketing, advertising and public relations programs as well as event programming.

Over the past years, TWCVB has experienced significant marketing and public relation successes in promoting The Woodlands as a premier destination for shopping, dining, hospitality and entertainment.

Through TWCVB's public relations campaign, hundreds of articles were generated on The Woodlands as a destination and increased exposure to a local, regional, statewide, national and international audience.

TWCVB adopted the following Mission Statement, Vision Statement, Purposes & Services, and Core Values to help direct its efforts in the coming years.

Mission Statement

To position The Woodlands as a regionally, nationally, and internationally recognized destination by developing quality marketing programs and sales outreach to attract visitors, conventions and stimulate economic development and growth.

About Mission Statement

TWCVB promotes The Woodlands as a travel destination, which can result in new revenue opportunities for businesses, and increased sales and hotel occupancy tax for The Woodlands Township's general fund. Tax revenue generated by the tourism industry is, in part, invested back into improving The Woodlands' infrastructure and programs.

Vision

TWCVB is 501 (c) (6) organization that strives fulfill the Bureau's Mission Statement.. TWCVB works with its community to create and maintain productive public and private partnerships while serving as a reliable and credible source for The Woodlands' tourism industry.

Purposes & Services

- Provide leadership for the tourism industry in The Woodlands, coordinating activities, encouraging marketing programs and projecting an appealing image

on behalf of The Woodlands.

- Drive the destination of The Woodlands to meeting professionals, business travelers, tour operators and individual visitors.
- Represent hotels, facilities, attractions, restaurants, retail centers and other providers who serve visitors.
- Market transportation in The Woodlands including The Woodlands Waterway Trolleys and the Waterway Cruisers.
- Provide an array of services to meeting planners in developing tours into The Woodlands, including suggested itineraries and overnight accommodations.
- Support key signature events that promote and highlight The Woodlands as a destination for overnight stays.
- Help visitors save time and energy in looking for tourism opportunities in The Woodlands and Greater Houston area by providing visitor services.
- Work with regional partners in promoting The Woodlands as an ideal location to visit and spend the night.
- Develop and support training initiatives for hospitality employees in The Woodlands.

Core Values

- Equal Opportunity Employer
- Be Consistent and Fair in Business Relations
- Initiate and Implement Cooperative Efforts
- Promote and Encourage Collaboration
- Practice and Execute Initiative and Innovation
- Practice Budget Responsibility
- Extend and Share Expertise
- Work with Integrity in Open Records/Open Meetings Environment

Target Audience

TWCVB directs its marketing efforts locally, regionally, nationally and internationally to group and meeting planners, travel agents, tour operators, travel journalists, and the general public who directly influence visitors' choices in shopping, dining and residential living in The Woodlands.

II. PURPOSE

TWCVB is issuing a Request for Interest (RFI) for a Public Relation services related to TWCVB's destination marketing efforts. The selected Agency will need to assist in the development and management of strategic media relation responsibilities for the calendar year 2017 (December 2017-January 2017). with a possible two-year extension, at TWCVB sole discretion .

This RFI is intended to provide TWCVB's marketing team with a list of potential agencies capable of best performing the consulting tasks outlined above. TWCVB

will review all submissions to determine the Public Relations Agency of Record. TWCVB shall not consider RFI submissions to be binding.

III. SPECIFICATIONS AND REQUIREMENTS

Requirements

The Agency selected should:

- Demonstrate expertise in and understanding of the tourism industry
- Have an understanding and network of travel bloggers and influencers who may fit within TWCVB's target audiences
- Understand and meet TWCVB's goals and objectives
- Have qualified and experienced personnel
 - TWCVB staff prefers conducting all phases of the contract with one account team. This team should be identified in your proposal.
- Ability of proposal to be executed within budget
- Provide a tracking tool capable of analyzing impression numbers and other measures of success when detailing results of agency or staff driven initiatives
- Provide the TWCVB acceptable proof of valid and acceptable insurance which meets or exceeds the minimum insurance requirements as provided in the TWCVB MINIMUM RESPONDENT INSURANCE REQUIREMENTS attached hereto as Exhibit "D".
- Any and all production and creative concepts developed pursuant to any agreement with TWCVB and any information provided in the RFI will be the sole and exclusive property of the TWCVB and will not be used or reproduced without written consent of the President of TWCVB.

Budget

TWCVB's budget for 2017 Public Relations expenses is \$50,000.

Scope of Services

The Public Relations Agency of Record will be expected to work with TWCVB's marketing team on the following activities:

- Develop and manage media planning process
- Develop and execute a strategic travel writer visitation plan including frequency of visits (two per quarter minimum)
- Develop and distribute written materials (e.g. press releases, editorials) to media when instructed by TWCVB
- Pitch and arrange media coverage
- Track media on The Woodlands in different outlets
- Identify public relations opportunities that fit within TWCVB's current framework as well as pose new opportunities in a growing and changing market
- Research, evaluate and recommend travel writers, bloggers and influencers who may become brand ambassadors for the destination

- Book and manage qualified travel writers, bloggers and influencers on media trips to The Woodlands destination
- Develop monthly reports that detail agency objectives and relay impression rates and other measures of success to staff to be received by the Friday of the first week every month

IV. GENERAL GUIDELINES FOR SUBMISSION

Submission

In order to be a considered response to this RFI, Respondents are urged to submit a proposal that includes, at minimum, the “RFI Packet” consisting of the following information and forms:

- I. Letter of Interest
- II. General Company Information
- III. Response Criteria (Exhibit “A”)
- IV. Cost Response Form (Exhibit “B”)
- V. References Form (Exhibit “C”)

Due Date

The letter of interest and any attachments should be delivered or mailed to the individual listed below (under Contact Information) and received no later than 4:00 p.m., on Friday, December 30, 2016. Late proposals will not be considered. All costs incurred in the preparation of the proposal to this RFI will be the task of the Respondent and will not be reimbursed by TWCVB.

Contact Information

Please address all correspondence and requests to the following individual:

Nick Wolda, President
The Woodlands Convention & Visitors Bureau
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

Phone: 281-210-3475
Fax: 281-210-3499
E-mail: Nick.Wolda@thewoodlandscvb.com

Questions

Questions concerning this RFI should be addressed to Mr. Wolda by Monday, December 19, 2016 at 4:00 p.m. After this time, TWCVB reserves the right to deny response to submitted inquiries. Inquiries should be submitted by email only.

Post-Submittal

TWCVB will review RFI submissions during January 2017. TWCVB Board of Directors will receive a presentation of the Respondent recommended by TWCVB staff in January 2017.

Disclaimer

This RFI in no manner obligates TWCVB to pursue or enter into any contractual relationship with any entity that responds to this RFI. TWCVB further reserves the right to cancel this RFI at any time at its sole discretion.

**PUBLIC RELATIONS
REQUEST FOR INTEREST
TABULATION FORM**

Service	Points Awarded	Maximum Points
1. Experience, Reporting and Other Required Services		15 Points
2. Understanding The Woodlands as a Destination and Unique Ideas to bring to TWCVB		15 Points
3. Experience booking qualified travel writers, bloggers and influencers on media trips		15 Points
4. Corporate References and Staff Experience		15 Points
5. Cost		40 Points
Total		100 Points

I, _____, (herein referred to as the “Respondent”) certify that this submission is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a submission for the services and is in all respects fair and without collusion or fraud. I agree that and all information that I have provided including references are true and correct and accurately reflect my skills and ability and the quality of my public relations services. I agree to abide by all conditions of the RFI Packet and certify that I am authorized to sign this submission for the Respondent. I hereby acknowledge that any and all information provided pursuant to this RFI will be the sole and exclusive property of the TWCVB where or not Respondent is selected to provide services to TWCVB.

DATE

SIGNATURE

PRINT/TYPE NAME

TITLE

COMPANY

EXHIBIT “A”

TWCVB RESPONSE CRITERIA FORM Public Relations Agency of Record

Responses to the below questions will be scored by TWCVB marketing team. Failure to respond will result in an incomplete submittal.

1. Experience, Reporting and Other Required Services.

- a. Describe how the Respondent has supplied expertise for similar (e.g. other Travel, Convention & Visitors Bureaus; municipalities; non-profits corporations; governmental or quasi-governmental entities; etc.) contracts and work related to planning, coordinating, implementing and managing public relations efforts.
- b. Describe business philosophy on Public Relations as it pertains to the frequent changes in the media industry and demonstrate the strength of the media connections.
- c. Describe how the Respondent will maintain strategic direction and manage aggressive, proactive media outreach in order to sustain visibility on clearly definite subjects and to clearly defined audiences for greatest success.
- d. Describe how Respondent documents organization’s experience in providing concrete, pre-determined, measureable deliverables regarding Returns on Investment “ROI” (weekly and monthly reporting)
- e. Provide samples of collateral press releases, non-traditional media outreach or leveraged media coverage demonstrating strong writing techniques, partnership with influencers and media outlets, and other travel or destination related material.
- f. Explain ability to enhance TWCVB branding efforts through strategic media outreach in such a way that this unique destination stands out.
- g. Describe short and long term goals for guiding TWCVB to a stronger position in travel and tourism industry, in local, state, national and international markets.

2. Understanding The Woodlands as a Destination and Unique Ideas to bring to TWCVB.

- a. Describe Respondent’s knowledge and understanding of The Woodlands’ current amenities and offerings.
- b. Describe why the Respondent is interested in taking on the Public Relations for The Woodlands and reasons why the Respondent believes he or she would be successful.

- c. Explain the proposed project vision, including key messages and strategies for promoting The Woodlands as a destination to key travel writers, influencers, bloggers and media outlets in local, state, national and international markets.

3. Corporate References and Staff Experiences.

- a. Complete the TWCVB Reference (Exhibit “C”), by providing three (3) references from clients who received similar services.
- b. Submit resumes on all proposed professional staff members who will be performing under the agreement.

4. Cost.

- a. Complete Cost Response Form (Exhibit “B”) for development of public relations plan.

EXHIBIT "B"

COST RESPONSE FORM
Public Relations Agency of Record

The Respondent listed below submits the following firm, fixed hourly rate to be charged for all work done on a monthly basis.

Hourly Rate \$ _____

The Respondent listed below submits the following approximate budget for the following work done.

A. Administration \$ _____

B. Travel \$ _____

C. Production \$ _____

D. Other (please specify)

E. _____ \$ _____

F. _____ \$ _____

G. _____ \$ _____

H. _____ \$ _____

I. _____ \$ _____

EXHIBIT "C"

REFERENCES FORM
Public Relations Agency of Record

Please provide the following information for three (3) clients for whom you have provided Public Relations Services. You may also attach to this References Form, any letters of recommendation from the below-named clients.

1. Agency/Company: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$_____
Brief Description of Specific Public Relations Services Rendered: _____

2. Agency/Company: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$_____
Brief Description of Specific Public Relations Services Rendered: _____

3. Agency/Company: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$_____
Brief Description of Specific Public Relations Services Rendered: _____

EXHIBIT "D"

TWCVB MINIMUM RESPONDENT INSURANCE REQUIREMENTS
Public Relations Agency of Record

Respondent agrees to maintain and require its subcontractors to maintain at all times during the Service Year 2017 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

Respondent'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 the Public Relations Services, Respondent 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 Respondent's obligation to completely defend, indemnify and hold harmless TWCVB.

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon the Service Agreement between The Strong Firm and The Woodlands CVB for 2017 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 9 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 2017 and authorize the President to execute the contract in connection therewith.

Attachments

Strong Firm Engagement Letter



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

October 31, 2016

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, 2017 to December 31, 2017 ("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 2017, our standard shareholder billable rate is \$445/hour; our associate billable rates are from \$220/hour to \$365/hour; our law clerk rate is \$195/hour and our paralegal rate is \$190/hour, all of which will be discounted to You by twenty five percent (25%) due to our long-standing relationship with You and the consistency and predictability of the scope of work to be performed throughout the year.** Should the scope of work be reduced or modified significantly due to hiring or use of internal or alternative services firms, we reserve the right to reduce or eliminate the discount. The Firm may, in certain special instances, delegate some of the work to be performed through the involvement of 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 advise you ahead of time of the names and specific rates of any such attorneys and support personnel and obtain your approval. Rates charged will remain constant through the calendar year of the engagement. 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: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon the agreement with The Woodlands Area Chamber of Commerce for The Woodlands CVB’s 2017 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.

2012	2013	2014	2015
127,814 Visitors	133,996 Visitors	103,094 Visitors	90,048 Visitors
715 Different Zip Codes	1,208 Different Zip Codes	780 Different Zip Codes	765 Different Zip Codes
93 Different Countries	100 Different Countries	95 Different Countries	96 Different Countries
50 States	50 States	48 States	47 States

The 2016 Visitor Services program is on track to surpass 2015.

2016 (January – September)
81,647 Visitors
858 Different Zip Codes
92 Different Countries
53 States

Attached is the 2017 First Amendment to Visitor Services Agreement, approved by legal counsel, which exercises the first right to two (2) one (1) year renewal periods for calendar year 2016 and 2017 by TWCVB. The level of participation recommended for 2017 is \$65,500; which is the same as 2016.

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 2017.

Attachments

Visitor Services Agreement

**SECOND AMENDMENT TO
VISITOR SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO VISITOR SERVICES AGREEMENT (this “Second Amendment”) is made as of November 2, 2016 (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 the certain FIRST AMENDMENT TO VISITOR SERVICES AGREEMENT dated November 1, 2015 (the “First Amendment”); and

WHEREAS, it is the intent of the Parties by this Second Amendment to amend such Original Agreement and the First Amendment to extend the Term of such Original Agreement as amended by the First Amendment.

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 as amended by the First Amendment.
2. Pursuant to Section 5.1 of the Original Agreement as amended by the First Amendment, the Parties acknowledge that TWCVB wishes to extend the Term beyond the time period provided in the Original Agreement as amended by the First Amendment. Accordingly, the Parties hereby agree and acknowledge that the Term of the Original Agreement as amended by the First Amendment is hereby extended by a period of one (1) year, beginning on January 1, 2017 and ending on December 31, 2017.
3. All terms and conditions of the Original Agreement as amended by the First Amendment remain unchanged except to the extent modified by this Second 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: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon the agreement between The Atkins Group and The Woodlands CVB for 2017 Destination Marketing Services;

BACKGROUND:

The Woodlands Convention & Visitors Bureau (TWCVB)'s 2017 Destination Marketing plan will incorporate advertising, international marketing, websites, 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 2017.

RECOMMENDATION

Approve the Second Amendment to Advertising Agency Services Agreement between The Atkins Group and TWCVB for 2017 destination marketing services, and authorize the President to execute the contract in connection therewith.

Attachments

Advertising Agency Services Agreement

**SECOND AMENDMENT TO
ADVERTISING AGENCY SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO ADVERTISING AGENCY SERVICES AGREEMENT (this “Second Amendment”) is made as of November 2, 2016 (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”) as was amended by that certain FIRST AMENDMENT TO ADVERTISING AGENCY SERVICE AGREEMENT dated November 1, 2015 (the “First Amendment”); and

WHEREAS, it is the intent of the Parties by this Amendment to amend such Original Agreement as amended by the First Amendment to extend the Term of such Original Agreement as amended by the First Amendment 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 as amended by the First Amendment.
2. Pursuant to Section 6.1 of the Original Agreement as amended by the First Amendment, the Parties acknowledge that TWCVB wishes to extend the Term beyond the time period provided in the Original Agreement as amended by the First Amendment. Accordingly, the Parties hereby agree and acknowledge that the Term of the Original Agreement as amended by the First Amendment is hereby extended by a period of one (1) year, beginning on January 1, 2017 and ending on December 31, 2017.
3. The last sentence of Section 3.1 of the Original Agreement as amended by the First Amendment and its subsequent chart are hereby deleted in their entirety and replaced with the following:

“The total expense billings in 2017 shall not exceed \$1,125,000.00, 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
Technology Initiatives	\$100,000.00

Niche Market Outreach

\$40,000.00

Additional Projects as Authorized by Client”

4. The Fee Schedule in Exhibit “B” of the Original Agreement as amended by the First Amendment 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 as modified by the First Amendment shall remain unchanged except to the extent modified by this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have caused this Second 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 B

TAG Service Category	TAG Service Task	TAG Rate
Account Service	- Coordination	\$125
Account Service	- Management	\$150
Account Service	- Strategy	\$225
Analytics	- Coordination	\$125
Analytics	- Management	\$150
Analytics	- Strategy	\$175
Brand Development	- Management	\$175
Brand Development	- Strategy	\$225
Creative	- Production	\$100
Creative	- Art Direction	\$150
Creative	- Copywriting	\$150
Creative	- Concept	\$175
Digital	- Content Input & Migration (website)	\$75
Digital	- Project Management	\$150
Digital	- Development	\$175
Digital	- Digital Art Direction / UIUX	\$150
Digital Planning	- Coordination	\$125
Digital Planning	- Management	\$150
Digital Planning	- Strategy	\$175
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	\$225
Public Relations	- Crisis	\$250
Research	- Coordination	\$100
Research	- Management	\$150
Research	- Strategy	\$175
Technology	- Management	\$150
Technology	- Strategy	\$175
Video	- Development & Editing	\$150
Video	- Motion Graphics/ Animation	\$175
Travel	- Associate	\$60
Travel	- Senior Associate	\$75
Travel	- Principal/Partner	\$100

CVB Regular Board Meeting

Meeting Date: 11/02/2016

Information

SUBJECT MATTER:

Receive, consider and act upon The Woodlands CVB Board of Directors Meeting Schedule for 2017;

BACKGROUND:

The Woodlands Convention and Visitors Bureau (TWCVB) proposes the following meeting dates for 2017 with the addition of proposed special meeting dates if necessary.

- Wednesday, January 4, 2017 (Annual Meeting)
- Wednesday, February 1, 2017 (Special meeting if necessary)
- Wednesday, March 1, 2017
- Wednesday, April 5, 2017 (Special meeting if necessary)
- Wednesday, May 3, 2017
- Wednesday, June 7, 2017 (Special meeting if necessary)
- Wednesday, July 5, 2017
- Wednesday, August 2, 2017 (Special meeting if necessary)
- Wednesday, September 6, 2017
- Wednesday, October 4, 2017 (Special meeting if necessary)
- Wednesday, November 1, 2017
- Wednesday, December 6, 2017 (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 2017 meeting schedule for TWCVB Board of Directors.

Attachments

No file(s) attached.
