

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

AGREEMENT FOR FUNDING ASSISTANCE
2007/2008

1. THIS AGREEMENT (“Agreement”) FOR FUNDING ASSISTANCE made as of this the 4th day of December, 2007, by and between the City of Seabrook, Texas, a home-rule municipal corporation (the “CITY”), and the **Bay Area Houston Convention & Visitors Bureau, Inc.**, a Texas non-profit corporation and a Section 501 (c) (3) federal tax exempt U.S. entity comprised of member cities within the Clear Lake Area of Harris and Galveston Counties in Texas (the “CVB”), hereinafter collectively referred to as the “Parties”.

2. The CITY does hereby employ, engage and hire the CVB to advertise and conduct solicitation programs to acquaint potential users with public meeting and convention facilities within and near the CITY, and to promote and advertise tourism of the CITY and its vicinity. The CVB, for purposes of this agreement, is an independent contractor of the CITY and not an employee, an agent, or an officer of the CITY. Notwithstanding the foregoing, the CVB shall seek input from the City’s Hotel Occupancy Tax Committee on all photos and printed material produced by the CVB and involving the CITY.

3. This Agreement provides annual budget funding assistance, whereby the CITY agrees to fund the CVB, prepaid annually (unless other arrangements for payment are made) on or before the 1st day of December of each year in which the CITY is a member of the CVB, the CITY’s pro rata share (as hereafter determined and agreed by CITY and CVB) of the annual budgeted needs of CVB. The CVB recommends that each CITY’s share be measured to be approximately fifteen percent (15%) of the City’s Hotel-Motel Tax Fund as budgeted by the CITY. This Agreement shall be for a term of one (1) year and shall be renegotiated on an annual basis.

4. The CVB shall submit to the CITY by July 1 of each year an annual operating budget for its fiscal year beginning October 1 and ending September 30. Such budget shall reflect the proposed gross annual expenditures to be made by CVB, the purpose of the annual expenditures and the corresponding projected contributions of revenue from the various member cities. All such expenditures shall only be used for purposes lawfully authorized and permitted by law for the CVB. The annual contribution of each CITY is contingent upon the annual approval of each City's governing body.
5. Based on the CITY's pro rata share, it is the intention and agreement of the CITY and the CVB that the CITY will pay to the CVB an amount equal to fifteen-percent (15%) of the City's hotel tax revenues for the fiscal year 2007/2008. The payments required by this paragraph shall be made by the City on a quarterly basis. Each such payment shall be made to the CVB by the 10th day of the second month following the end of each quarter of the City's fiscal year (November 10, February 10, May 10 and August 10). Each such payment will represent fifteen-percent (15%) of the City's hotel tax revenues for the preceding quarter.
6. The CITY shall pay to the CVB only the amount stipulated, in furtherance of the activities required of this Agreement. Any unauthorized expenditures or expenditures not expressly covered by this Agreement, will not be reimbursed by CITY.
7. The CITY shall, upon reasonable notice, have the right to inspect all books and records pertaining to the use and expenditure of the funds paid to the CVB under this Agreement.
8. It is expressly understood and agreed by the City and the CVB that all funds received from the cities by the CVB came exclusively from the Municipal Hotel Occupancy Tax. Those funds shall be used solely for the purposes of advertising and conducting solicitations and for promotion of tourism and advertising of the CITY and its vicinity.

9. On the first of each month, or as soon thereafter as practical, the CVB will submit to the City a report of activities that occurred during the preceding month. This report shall include marketing activities and programs which specifically promoted or marketed the CITY, the region of the member cities, businesses located within the City, and outside activities occurring in or around the CITY, as well as the cost of such programs. This report shall also include information on any particular benefits to the City and/or its hotel-motel industry.
10. It is understood and agreed that either party may terminate this Agreement by giving notice of such termination to the other party, in writing, not less than thirty (30) days prior to the proposed termination date. If, however, pursuant to this Agreement, prior to termination, the CVB has entered into any signed contractual agreements for future delivery of CVB goods or services, such agreements will be honored by the CITY and the CVB, subject to appropriations and availability of funds.
11. The relationship of the CVB to the City shall be that of an independent contractor. City shall have no authority to direct the day-to-day activities of any of the CVB's employees or representatives, shall have no authority over the CVB's decisions, and shall have no rights to ownership of internal working papers or other information or data of the CVB, except as otherwise specifically authorized or required herein.
12. This Agreement shall be binding upon and inure to the benefit of the City and the CVB and shall not bestow any rights on third parties.
13. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance

14. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris and Galveston Counties, Texas.
15. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to the City: City of Seabrook
1700 First Street
Seabrook, Texas 77586
Attention: City Manager

If to the CVB: Bay Area Houston Convention & Visitors Bureau Inc.
20710 Gulf Freeway, Suite 40
Webster, Texas 77598
Attention: Pam Summers

16. This Agreement contains the entire agreement of the parties and any changes hereto must be presented in writing and signed by both parties.
17. The effective of this Agreement shall be October 1, 2007. This Agreement is signed as duplicate originals.

CITY OF SEABROOK





BAY AREA HOUSTON
CONVENTION AND VISITORS
BUREAU

By: 
Name: Pamela Summers
Title: PRESIDENT

ATTEST:

A handwritten signature in blue ink that reads "Michele L. Glaser". The signature is written in a cursive style with a large initial "M".

Michele L. Glaser, TRMC
City Secretary

ATTEST:
