

**AGREEMENT BETWEEN THE CITY OF NEW BRAUNFELS AND THE GREATER
NEW BRAUNFELS CHAMBER OF COMMERCE CONCERNING MARKETING
NEW BRAUNFELS TOURISM ACTIVITIES OPERATING UNDER ENHANCED
HEALTH AND SAFETY PROTOCOLS DURING THE DECLARED STATE OF
DISASTER DUE TO COVID-19**

**STATE OF TEXAS §
 §
COUNTY OF COMAL §**

This Agreement is made this the ____ day of July, 2020 by and between the City of New Braunfels, a Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its City Manager, and the Greater New Braunfels Chamber of Commerce, Inc. a private non-profit corporation hereinafter called “Chamber”, acting by and through its duly elected officers.

**SECTION 1.
LEGAL AUTHORITY**

1.1 On March 27, 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law. The treasury guidance provides that the CARES Act Funding can be utilized to support expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience.

**SECTION 2.
TERM OF AGREEMENT**

2.1 This Agreement shall become effective on July __, 2020 and terminate on December 31, 2020, or when funding is exhausted, whichever occurs first.

**SECTION 3.
SERVICES TO BE PROVIDED**

3.1 The Chamber agrees to conduct a marketing and advertising campaign “the “Campaign”) that will focus on tourism activities and the health and safety protocols being followed to ensure a safe and memorable experience in New Braunfels, Texas. The Campaign will include the deliverables identified in Exhibit A which includes, without limitation, the following: website; trip planning education through multiple channels; collateral creation, production, and distribution; and engagement of an outside advertising, Public Relations, and social media agencies.

3.2 The City hereby agrees to reimburse to the Chamber an amount not to exceed \$292,450 of the verified and approved Campaign expenses incurred by the Chamber that comply with the CARES funding requirements and guidance.

SECTION 4. INDEPENDENT CONTRACTOR

4.1 It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

5.1 The Chamber agrees to maintain the funds provided for the Campaign within the Chamber's existing Convention and Visitor's Bureau financial account. It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber with respect to expenditure of the revenue provided.

5.2 The Chamber agrees to maintain complete and accurate financial records of each receipt and expenditure of the funds for the Campaign and, shall submit said records quarterly to the Chief Financial Officer for inspection and review.

5.3 It is understood and agreed by and between the parties that the Campaign funds shall not be spent by the Chamber for any day-to-day operations including salaries, office rental, and other administrative costs, if same have been previously provided for in that certain other written agreement between the City and the Chamber concerning the use of Hotel Occupancy Tax funds. Campaign funds may be used for supplies and traveling expenses specifically associated with this marketing Agreement.

5.4 The Chamber shall be provided with a lump sum payment of \$292,450 for CARES Act eligible expenses for the Campaign to be paid by July 31, 2020. Reimbursement will be required in the event funds provided pursuant to this Agreement are not fully expended. Failure to provide proper documentation, including invoices, will require reimbursement by the Chamber. The Chamber will include detailed verification for each authorized expense in the summary report to City Council required by section 5.6.

5.5 Any substantial changes to the Campaign as outlined in Exhibit A, or budgetary revision that increases the total budget appropriation will require City Council approval.

5.6 The Chamber shall provide a written or a combination of written and/or verbal status reports of the progress of the Campaign activities to the City Council, in October 2020 or as soon there as practicable after all funds have been exhausted. The report shall include a written list of all expenses with a detailed narrative that explains the basis of each expenditure along with the related invoices.

SECTION 6. TRANSFER OF FUNDS

6.1 The Chief Financial Officer will be responsible for all transfer of funds to the Chamber as set forth in Section 5 above.

SECTION 7. INDEMNIFICATION

7.1 The Chamber agrees to indemnify the City, its officers, agents, and employees, from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, courts costs, and attorney fees, for injury to or death to any person, or for damage to any property arising from or in connection with the operations of the Chamber, its officers, agents and employees carried out in furtherance of the Agreement.

SECTION 8. INSURANCE

8.1 The Chamber shall maintain a comprehensive general liability insurance policy, with an insurance company or companies authorized to do business in the state of Texas, which shall include bodily injury, property damage, contractual and automobile liability coverage with a minimum of not less than \$500,000. In addition, workers' compensation insurance coverage shall be provided by the Chamber in accordance with State law.

SECTION 9. TERMINATION

9.1 If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty (30) days written notice to the defaulting party. Should a dispute arise regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator.

SECTION 10. NOTICE

10.1 All communications required by this Agreement between the City and Chamber shall be addressed to the City Manager via Chief Financial Officer, Jared Werner, with copies to each, and to the President of the Greater New Braunfels Chamber of Commerce, Inc.

If to the Chamber:

Michael Meek, President
GREATER NEW BRAUNFELS CHAMBER OF COMMERCE
390 S. Seguin Ave.
New Braunfels, Texas, 78130

If to the City:

City Manager
CITY OF NEW BRAUNFELS
550 Landa St.
New Braunfels, Texas 78130

SECTION 11.
COMPLIANCE WITH LAWS

11.1 In performing its duties under this Agreement, the Chamber shall, at all times, comply with the ordinances of the City of New Braunfels and all applicable laws of the State of Texas.

SECTION 12.
PROHIBITION AGAINST DISCRIMINATION

12.1 In the performance of the Agreement, the Chamber shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for termination.

SECTION 13.
CONTROLLING LAW

13.1 It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control.

SECTION 14.
ENTIRE AGREEMENT

14.1 This Agreement and Exhibit A hereto constitute the entire agreement between the parties, relative to the hotel occupancy tax funds made the basis hereof. It is understood and agreed that the City Charter of the City of New Braunfels requires that all contracts with the City be in writing and adopted by resolution of the City Council which has occurred on or about July XX, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of New Braunfels, Comal County, Texas on this ____ day of July, 2020.

[Signatures on Next Page]

CITY OF NEW BRAUNFELS

BY:

Robert Camareno, City Manager

ATTEST:

, City Secretary

THE GREATER NEW BRAUNFELS CHAMBER OF COMMERCE, INC.

BY:

Chair of the Board

ATTEST:

Michael Meek, President

EXHIBIT A

Activity	Projected Costs
TV	\$103,800
Hulu	122,400
Influencer	12,500
Retargeting	25,000
Miles Media	8,000
Trips to Discover	5,750
Trip Advisor	15,000
Total	\$292,450