

STATE OF TEXAS § AMENDED AND RESTATED GRANT AGREEMENT
 § AND CONSULTING SERVICES FOR
COUNTY OF DALLAS § "VISIT COPPEL" MARKETING CAMPAIGN

This Consulting Services Agreement is executed by and between the City of Coppell, Texas, a municipal corporation (hereinafter the "City") and the Coppell Chamber of Commerce, a private, Texas nonprofit corporation organized for the purpose of promoting convention and visitor activity in the City of Coppell (hereinafter the "Contractor").

WHEREAS, the City desires to attract more visitors and conventioners to Coppell, and the City benefits both indirectly through more economic activity and directly by increased sales tax and hotel and motel occupancy tax income developed by such visitors and conventioners; and

WHEREAS, Contractor has professional personnel who are trained and experienced in the field of tourism visitor and convention promotion and the City desires to begin such professional promotion and advertising service through a contractual agreement with Contractor; and

WHEREAS, it is the belief of both parties that this Agreement will benefit the public;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. CONVENTION AND VISITOR AND MARKETING SERVICES

- 1.01 Description of Services. All of the services provided by the Contractor pursuant to this Agreement shall be in conformity with the purposes for which the Hotel Occupancy Tax (HOT) revenues may be expended as provided for in the hotel occupancy tax laws as provided in the laws of the State of Texas. Contractor agrees to provide professional services to the City by providing an advertise and promotional program to promote vacation tourism and business tourism through corporate (conventions) events in Coppell and surrounding venues; and, to assist in creating conditions designed to encourage return visits and for corporate meetings.

Specific Contractor services shall include one or more of the following:

- a. Through coordination with the Coppell Chamber of Commerce, develop and distribute promotional material to solicit visitors and conventioners, and to better inform visitors and conventioners of local attractions upon arrival.
- b. Creation and distribution of videos, film clips, social media content and photographs, to be used for publicity for the "*Visit Coppell*" marketing program;

- c. Solicitation of publishers, film and television producers, editors, writers, media personalities, travel agents, tour producers, executives of associations and other convention and group meeting prospects for the purpose of enticing them to advertise, publicize and encourage group *movements* to Coppell, and with the City, providing transportation for such people on familiarization trips so that they may analyze the City's visitor and convention assets;
 - d. Development and execution of an earned media strategy for key markets that provide visitors and conventions to Coppell (in addition to the local market);
 - e. Development and distribution of promotional advertising in industry trade publications, including data to show return of investment;
 - f. Compiling and analyzing data information on visitors and convention business in Coppell and comparable information on other locales;
 - g. Aggressively include in the fulfillment of its foregoing obligations, promotion and marketing of City-owned and sponsored facilities including but not limited to the Coppell Arts Center, Coppell Old Town, DFW International Airport, Coppell Historic District, Coppell Library, Coppell hotels, restaurants, retailers, all the city parks and recreational facilities. Contractor shall measure and track return on investment ("ROI") data for its promotion and marketing efforts required by this Agreement.
 - h. Measure the effectiveness of advertisements, placements, events and other strategies.
 - i. Develop and measure the growth of social media to attract conventions and visitors to Coppell.
 - j. Continue to update and maintain the Strategic Plan which includes future goals for Visit Coppell including measurable outcomes.
 - k. Support tourism opportunities.
 - l. Other appropriate actions deemed to further the intent of this Agreement.
 - m. Provide photography as needed
 - n. Provide videography as needed
- 1.02. Any and all intellectual property created or used, developed or caused to be developed by the Contractor or its agents, contractors or employees associated with Contractor or funded by the Grant of Coppell Hotel Occupancy Tax funds under this Grant Agreement, including but not limited to patents, copyrights, trademarks, domain names, industrial

design, confidential information, inventors, moral rights, inventions, data basis, works of authorship, service marks, logos, design rights, business or trade names, computer, video or audio software, whether as defined or protected under any federal, state or common law shall be assigned and otherwise under the sole ownership, custody and control of the City of Coppell, Texas.

- 1.03. Under the terms of this Agreement and purposes recited herein the City hereby grants to Contractor a non-exclusive license to use the aforementioned intellectual property for the sole purpose of Marketing program set forth herein for the term of this Agreement.

II. BUDGET, FINANCIAL REPORTING, ACCOUNTING, AUDIT.

- 2.01 The annual budget of Contractor shall be subject to approval by the Coppell City Council in advance. The approval by the City Council of the annual budget of Contractor creates a fiduciary duty in Contractor with respect to the revenue provided under this Agreement.

Contractor shall submit financial reports to the City Council for each fiscal year quarter, within 30 days of the end of that quarter, listing the expenditures made by Contractor with revenue provided by the City under this Agreement.

Contractor must maintain revenue provided under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

Expenditures must be recorded on a monthly basis in a separate fund account, according to the budget approved by the City. Accounting records must conform to the accounting standards as promulgated by the American Institute of Certified Public Accountants and to the requirements of applicable state law so as to include a statement of support, revenues and expenses, and balance sheets for all funds. Interest earned on payments made by the City must be clearly identified, credited, and reflected on the books as resulting from such investment of such funds and the same shall be available for Contractor use within the separate fund account.

Contractor also shall provide an independent audit for such expenditures for each year based on a fiscal year ending September 30.

III. REPORTING

- 3.01 Performance Reporting. In addition to financial reports, Contractor shall also furnish to the City a performance report of Contractor's services activities under this Agreement in a form determined by City and which shall reflect overall activity, identify amounts of advertising, contracts placed, number of personnel employed and their general duties, and copies of marketing items produced as well as a

description of direct mailings, and similar information.

- 3.02 This report is to be submitted to the City Manager's Designee 20 days from the end of each quarter: Jan. 20, April 20, July 20 and Oct. 20.

IV. TERM

- 4.01 Term. The term of this Agreement shall commence as of February 1, 2022, and it shall continue until September 30, 2023, subject to earlier termination as provided herein.

V. TERMINATION

- 5.01 Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least one hundred and eighty (180) days before the effective date of such

VI. MISCELLANEOUS

- 6.01 Bond/Insurance Policy. The officers and employees of Contractor designated to withdraw funds from the Visit Coppel fund shall be covered by a blanket fidelity bond or employee dishonesty insurance policy in a penal sum of \$100,000.
- 6.02 Compensation. The City agrees that for the services provided herein by Contractor under this Agreement, the City shall pay a Grant to Contractor the total sum of \$389,000.00 payable solely through Hotel Tax Fund.
- 6.03 Payment Installments. During the term of this Agreement, the City shall pay to Contractor a sum equal to one-half of the total annual amount payable to Contractor for the Visit Coppel services herein engaged on or about the first of June and January of each year.
- 6.04 Contracts. The City and Contractor agree that in no event shall the City be liable for any contracts made by Contractor with any person, firm, corporation, association or governmental body.
- 6.05 NON-LIABILITY and INDEMNITY. Contractor agrees to indemnify and hold harmless the City, City's officers, agents and employees from and against any and all claims, suits, liability, damages, injuries, losses and expenses, arising out of Contractor's performance of this Agreement, Contractor's operations, or the use or maintenance of Contractor's facilities.

- 6.06 Annual Appropriations. The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

termination. In such event, all finished or unfinished documents prepared by the Contractor under this agreement shall, at the option of the City, become their property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Either party may terminate this Agreement at any time for any reason by giving 90 days prior written notice to the other party, without liability to the other party. In the event that this Agreement is cancelled upon 90 days written notice, the City shall assume any obligations of the convention and visitors fund with a term of less than one year and any other obligation approved in advance by the City Manager.

- 6.07 Notices. All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the parties shall, until changed as provided herein, be as follows:

City: City of Coppell, Texas
255 Parkway Blvd.
Coppell, Texas 75019
Attn: City Manager

Contractor: Coppell Chamber of Commerce
708 W. Main Street
Coppell, Texas 75019
Attn: Chief Operating Officer

- 6.08 Severability. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect its purpose.

In witness whereof, the Parties have caused this Agreement to be executed and effective on the day and year first above written.

CITY OF COPPELL, TEXAS

CONTRACTOR

MIKE LAND
CITY MANAGER

COPPELL CHAMBER OF COMMERCE
CHIEF OPERATING OFFICER

COUNCIL:

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023 by
_____ on behalf of CONTRACTOR.

Notary Public in and for the State of Texas