

NOTICE OF REGULAR MEETING
CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY BOARD

NOTICE IS HEREBY GIVEN THAT THE CONVENTION AND VISITORS ADVISORY BOARD OF THE CITY OF SOUTH PADRE ISLAND, TEXAS WILL HOLD A REGULAR MEETING ON:

WEDNESDAY, FEBRUARY 28, 2018
9:00 A.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

- 1) Call to order.
- 2) Pledge of Allegiance.
- 3) Public announcements and comments: *This is an opportunity for citizens to speak to the Convention and Visitors Advisory Board relating to agenda or non-agenda items. **Speakers are required to address the Convention and Visitors Advisory Board at the podium and give their name before addressing their concerns.** (Note: State law will not permit the Advisory Board to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to Convention and Visitors Bureau staff or may be placed on the agenda of a future Convention and Visitors Bureau Advisory Board meeting).*
- 4) Consent Agenda:
 - a. Approval of minutes January 24, 2018 Regular Meeting.
- 5) Update on the pursuit of short term rentals and building that database. (Jones)
- 6) Update and discussion of the CVB Staff Productivity Report. (Arnold)
 - 1st Generation Dashboard
 - Sand Castle Subcommittee updates
- 7) Discussion and action to approve Visa Vue Travel (VVT) Subscription contract in the amount of \$43,500 and approve budget amendment for the same amount from CVB excess reserves. (Arnold/Flores)
- 8) Update regarding Marketing Subcommittee Meeting. (Jones)
- 9) Discussion and possible action concerning setting new meeting date for March 2018. (Jones)
- 10) Adjournment.

DATED THIS THE 23rd DAY OF FEBRUARY 2018.





Rosa Zapata, CVB Executive Services Specialist

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE NOTICE OF MEETING FOR THE CONVENTION AND VISITORS ADVISORY BOARD OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT THE CITY HALL/MUNICIPAL BUILDING ON February 23, 2018, at/or before 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.


Rosa Zapata, CVB Executive Services Specialist

THERE MAY BE ONE OR MORE MEMBERS OF THE SOUTH PADRE ISLAND CITY COUNCIL ATTENDING THIS MEETING, AND IF SO, THIS STATEMENT SATISFIES THE REQUIREMENTS OF THE OPEN MEETINGS ACT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL DAVID TRAVIS; ADA RESPONSIBLE PARTY AT (956) 761-8103.

<p>CITY OF SOUTH PADRE ISLAND ADVISORY BOARD CONSENT AGENDA</p>
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MEETING DATE: February 28, 2018

<p>ITEM DESCRIPTION</p>

NOTE: All matters listed under Consent Agenda are considered routine by the Advisory Board of the City of South Padre Island and will be enacted by one motion. There will not be separate discussion of these items, unless discussion is desired, in which case that item will be removed from the Consent Agenda and considered separately.

Items to be considered are:

- a. Approval of minutes January 24, 2018 Regular Meeting.

<p>RECOMMENDATIONS/COMMENTS</p>
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Approve Consent Agenda

MINUTES
CITY OF SOUTH PADRE ISLAND
CONVENTION AND VISITORS ADVISORY
REGULAR MEETING

WEDNESDAY, JANUARY 24, 2018

I. CALL TO ORDER.

The Convention and Visitors Advisory Board of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, January 24, 2018 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Chairman Wally Jones called the meeting to order at 9:00 a.m. A full quorum was present: CVA Board Members Jimmy Hawkinson, Arnie Creinin, Paul Curtin, George Block, Tom Goodman, and Daniel Salazar. Also present was Ex-Officio Jose Mulet.

Staff: City Manager Susan Guthrie, CVB Director Keith Arnold, CVB Account I Lori Moore, Executive Services Specialist Rosa Zapata, Business Development Director Michael Flores, Events & Package Manager, Marisa Amaya, and Senior Marketing and Communications Manager Alisha Workman.

II. PLEDGE OF ALLEGIANCE:

Chairman Jones led the Pledge of Allegiance.

III. PUBLIC ANNOUNCEMENTS AND COMMENTS:

Public comments were given at this time.

IV. DISCUSSION AND ACTION CONCERNING THE ELECTION OF OFFICERS FOR THE 2018 CALENDAR YEAR- BOARD CHAIR, BOARD VICE-CHAIR.

Board Member Block made the motion, seconded by Board Member Creinin to elect Wally Jones as Chairman of the CVA Board. Motion carried unanimously.

Board Member Block made the motion, seconded by Board Member Creinin to elect Paul Curtin as Vice-Chairman of the CVA Board. Motion carried unanimously.

V. DISCUSSION AND ACTION TO CREATE A PERMANENT SPECIAL EVENTS SUBCOMMITTEE AND APPOINT MEMBERS.

Chairman Jones recommended to create a permanent Special Events Subcommittee and keep the same members. Previous members were Board Member Block, Board Member Curtin, City Manager Susan Guthrie, and CVB Director Keith Arnold. Board Member Block made the motion, seconded by Board Member Salazar to establish a permanent Special Event Subcommittee with members appointed by the Chair. Motion carried unanimously.

VI. DISCUSSION AND ACTION TO APPOINT MEMBERS TO THE MARKETING SUBCOMMITTEE.

Board Member Block made the motion, seconded by Board Member Creinin to establish a permanent Marketing Subcommittee with members appointed by the Chair. Members appointed were Board Member Goodman, Board Member Salazar, Mr. Will Greenwood, City Manager Susan Guthrie, CVB Director Keith Arnold and alternate Board Member Hawkinson. Motion carried unanimously.

VII. INTERIM MARKETING SUBCOMMITTEE UPDATE.

Update was given by City Manager Susan Guthrie regarding origination, continuation of Subcommittee, key area of focus, and outcomes.

VIII. DISCUSSION AND POSSIBLE ACTION CONCERNING THE PROCESS MAP FOR SPECIAL EVENTS.

Discussion was held regarding previous request for a CVB staff member be added to the event's board or committee due to the amount money funded. Chairman Jones requested to amend the processing map to include CVB staff be added to the event's board or processing map.

Board Member Block made the motion, seconded by Board Member Creinin to approve the process map as amended. Motion carried unanimously.

IX. CONSENT AGENDA:

Items B 4.1 through 4.26 were pulled to be discussed separately.

- a. Approval of minutes October 25, 2017 Regular Meeting and November 21, 2017 Workshop.

Vice-Chairman Curtin made the motion, second by Board Member Hawkinson to approve Consent Agenda item A approval of minutes. Motion carried unanimously.

- b. Approval of proposed Special Events schedule and events funding.

1. Event Sponsorship
2. Executive Summary
3. Graphic Representation
4. Special Events Funding Applications:
 - 4.1 WOVE (Jan 2018) \$2,000
 - 4.2 Splash South Padre Island (April 2018) \$25,000
 - 4.3 Sand Crab Run/Fat Tire Bike Race-Bill Gardner (April 2018) \$4,000
 - 4.4 Shallow Sport Tournament (May 2018) \$2,500
 - 4.5 Jailbreak (May 2018) \$30,000
 - 4.6 Dargel Boat Fishing Tournament (June 2018) \$2,500
 - 4.7 Texas International Fishing Tournament -TIFT (Aug 2018) \$15,000
 - 4.8 Ladies Kingfish Tournament - LKT (Aug 2018) \$5,000
 - 4.9 American Petroleum Institute (API) Fishing Tournament (Aug 2018) \$2,500
 - 4.10 Fish for Hope (Aug 2018) \$2,500
 - 4.11 Wahoo Fishing Tournament (Sep 2018) \$25,000
 - 4.12 JJ Zapata Fishing Tournament (Sep 2018) \$2,500
 - 4.13 Shallow Stalker Fishing Tournament (Sep 2018) \$2,500
 - 4.14 South Padre Island Triathlon (Sep 2018) \$3,500
 - 4.15 SPI Nature and Tourism – Hallowsings (Oct FY2018/19) \$35,000
 - 4.16 SPI Fishing Days (Oct FY2018/19) \$5,000
 - 4.17 Take a Kid Fishing Tournament (Oct FY2018/19) \$2,500

- 4.18 Elite Redfish Championship (Oct FY2018/19) \$25,000
- 4.19 Raul Alcala Gran Fondo (Nov FY2018/19) \$10,000
- 4.20 Holiday Sandcastle Village (Dec FY2018/19) \$20,000
- 4.21 SPI Art & Music Crawl (Aug 2018) \$80,000
- 4.22 BlackLight Race (Aug 2018) \$35,000
- 4.23 Veteran's Day Program (Nov FY2018/19) \$15,000
- 4.24 Tailgate Weekends (Sep-Nov 2018) \$75,000
- 4.25 Zombie Charge (Sep 2018) \$35,000
- 4.26 Astronomy on the Beach (Oct FY2018/19) \$10,000

Chairman Jones made the motion, seconded by Board Member Block to approve the recommended funding amount in Consent Agenda items b4.1 through b4.19. Items b4.20 through b4.26 were pulled to discuss separately. Motion carried unanimously.

Vice-Chairman Curtin made the motion, seconded by Board Member Block regarding Consent Agenda b4.20 to b4.26 to approve staff to proceed with the funding request with an up to maximum amount listed with consideration the event follow all funding request guidelines set by the CVA Board. The events will be reviewed by the Special Events Subcommittee for approval and then will be added on Consent Agenda on the following CVA Board Regular Meeting. Motion carried unanimously.

X. UPDATE AND DISCUSSION OF THE CVB STAFF PRODUCTIVITY REPORT REGARDING 1st GENERATION DASHBOARD.

Report was given by CVB Director Keith Arnold. Chairman Jones recommended an update be given at February Regular Board Meeting regarding VRM Intel.

XI. UPDATE AND DISCUSSION REGARDING THE SAND CASTLE SUBCOMMITTEE.

Update was given by CVB Director Keith Arnold regarding Sand Castle Trail and Visitors Center Sand Castle. Chairman Jones made a recommendation to create a permanent Sand Castle Subcommittee and appoint members at the next Regular Board Meeting.

XII. DISCUSSION AND POSSIBLE ACTION CONCERNING SETTING NEW MEETING DATE FOR FEBRUARY 2018.

New meeting date was set for February 28, 2018.

XIII. ADJOURNMENT

There being no further business, Chairman Jones adjourned the meeting at 10:20 a.m.

Approved this 28 day of February, 2018.

Wally Jones, CVA Chairman

Attest:

Rosa Zapata, CVB Executive Services Specialist

Minutes: January 24, 2018 CVA Board Meeting

**CITY OF SOUTH PADRE ISLAND
ADVISORY BOARD MEETING
AGENDA REQUEST FORM**

MEETING DATE: February 28, 2018

NAME & TITLE: Wally Jones, Chairman

DEPARTMENT: Convention and Visitors Advisory Board

ITEM

Update on the pursuit of short term rentals and building the database.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____

Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

**CITY OF SOUTH PADRE ISLAND
ADVISORY BOARD MEETING
AGENDA REQUEST FORM**

MEETING DATE: February 28, 2018

NAME & TITLE: Keith Arnold, CVB Director

DEPARTMENT: South Padre Island Convention and Visitors Bureau

ITEM

Update and discussion of the CVB Staff Productivity Report.

- 1st Generation Dashboard
- Sand Castle Subcommittee updates

ITEM BACKGROUND

Per CVA Board request, the dashboard report includes Convention Sales, Social Media, FY17 Average Daily Rate, HOT Revenue Report, Sales Tax, Website Analytics, and Smith Travel Accommodations Report (STAR).

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____

Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

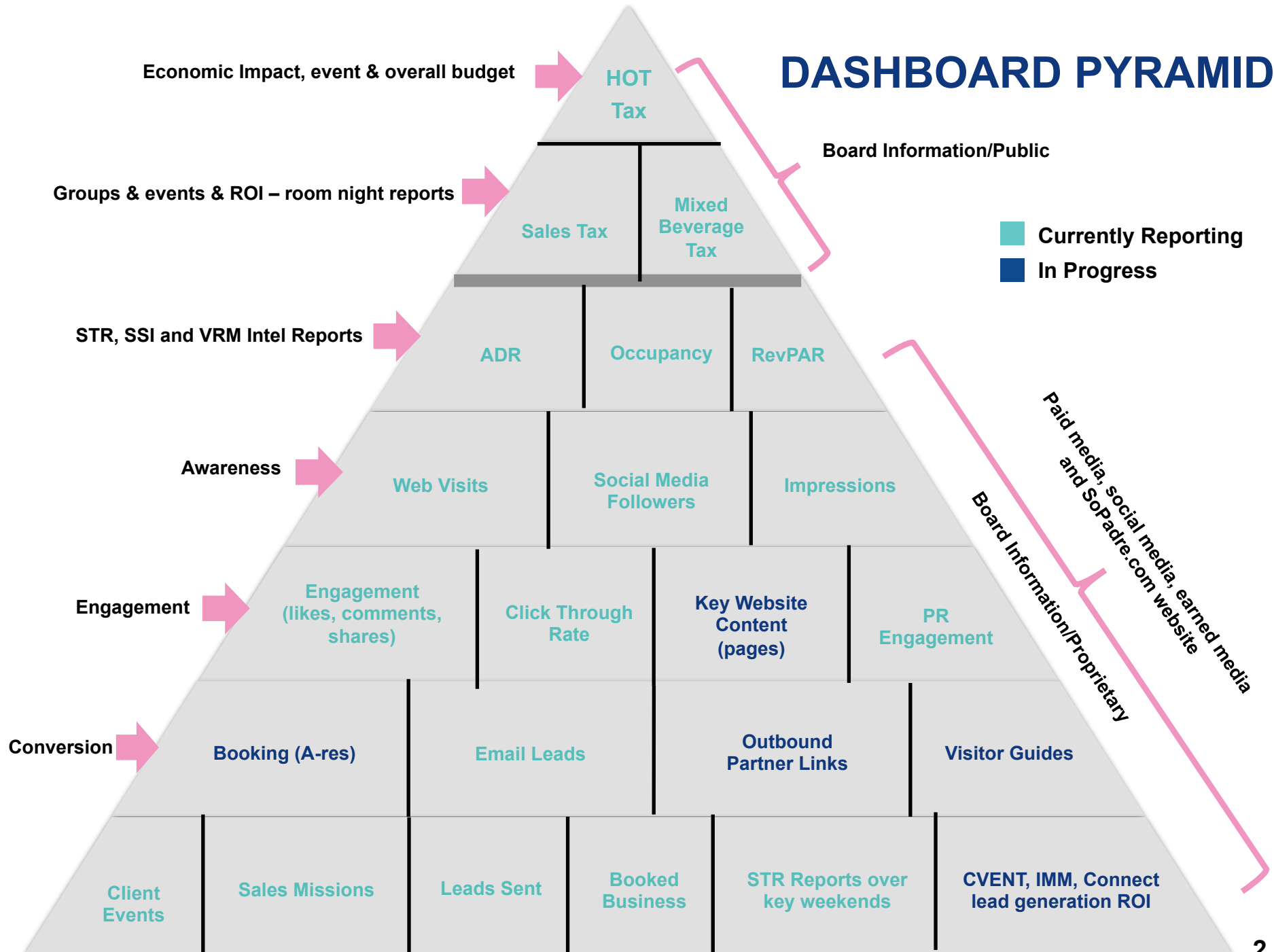
SOUTH PADRE ISLAND CONVENTION AND VISITORS BUREAU

CVB DASHBOARD

FEBRUARY 2018

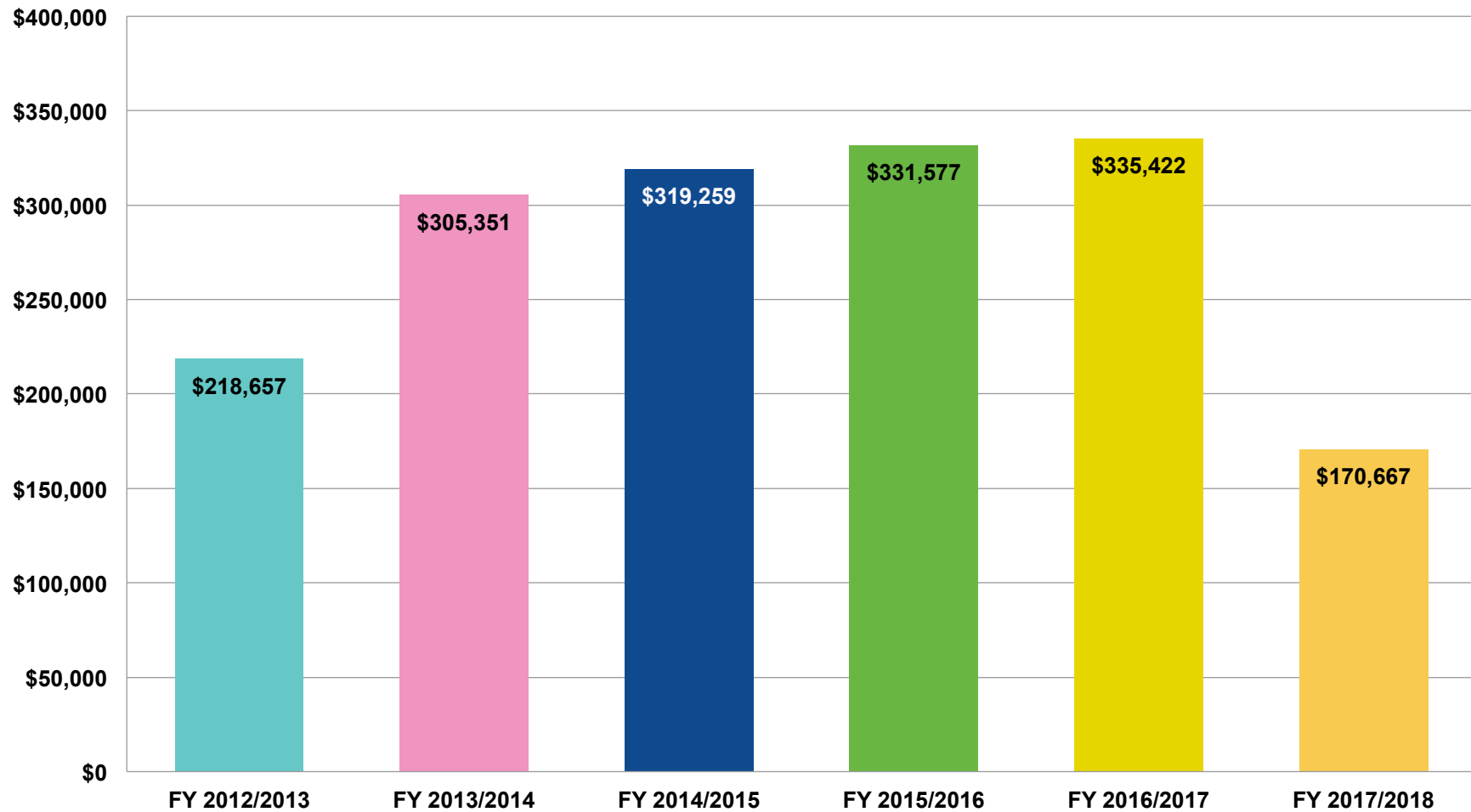


DASHBOARD PYRAMID



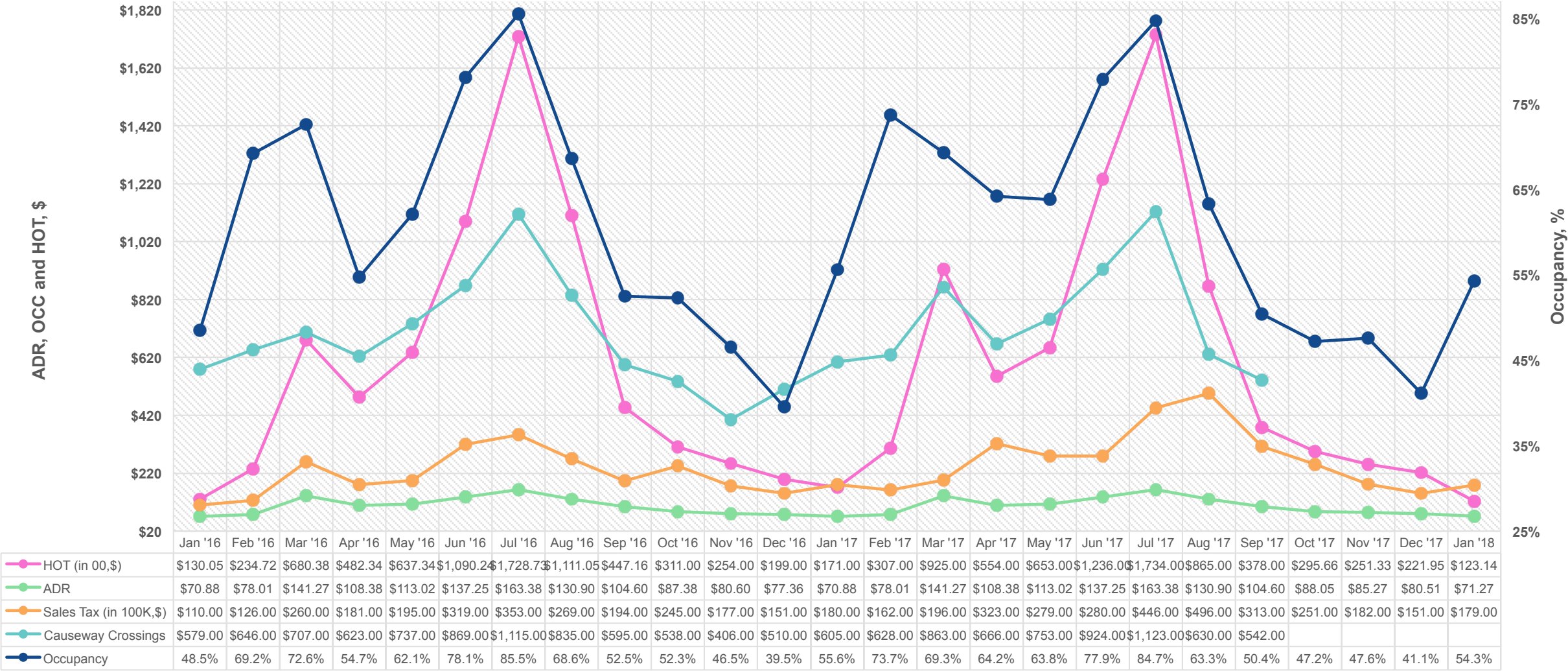


MIXED BEVERAGE TAX



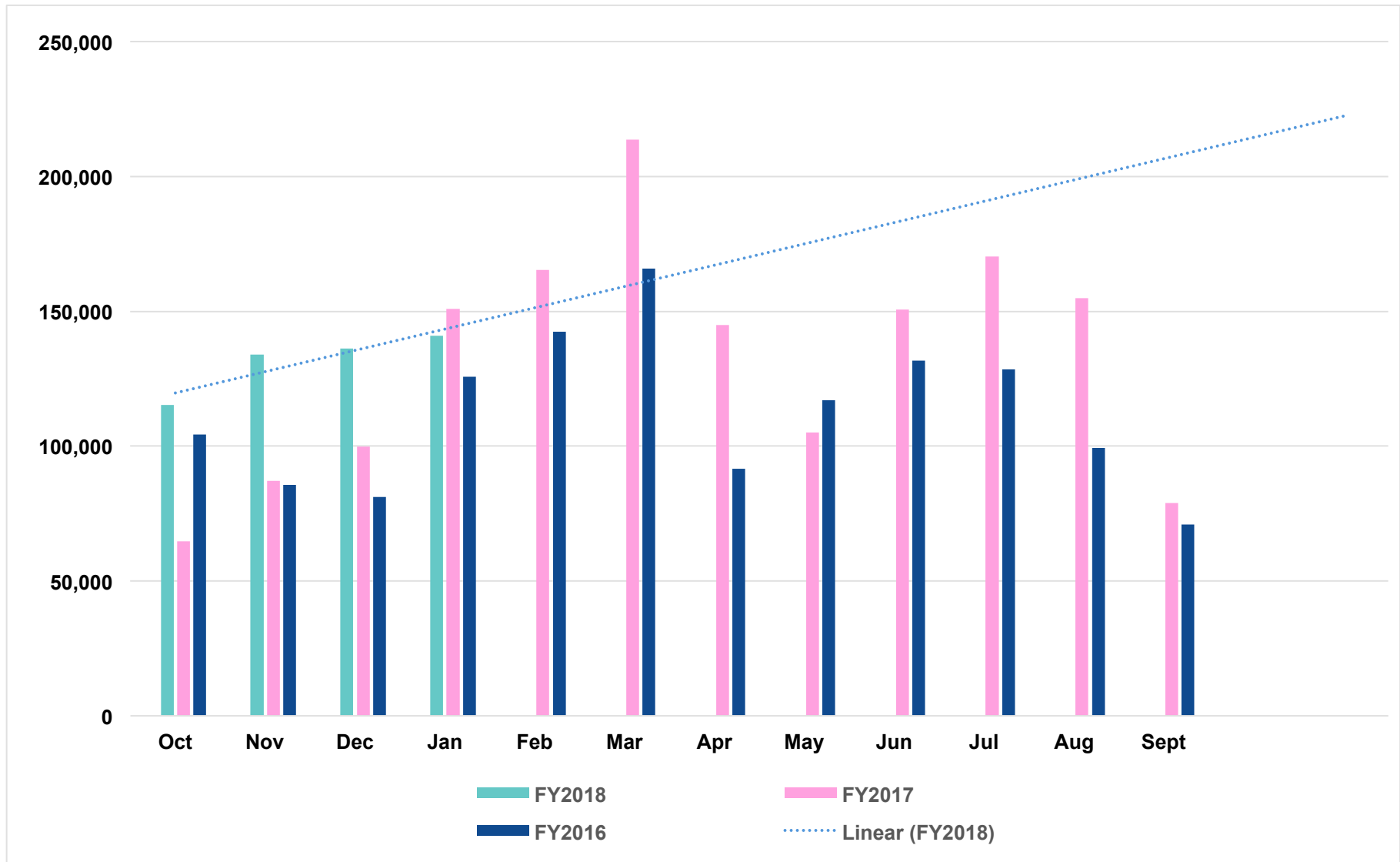


Bridge Crossings, Average Daily Rate (ADR), HOT Revenue, Sales Tax and Occupancy (OCC) by MONTH





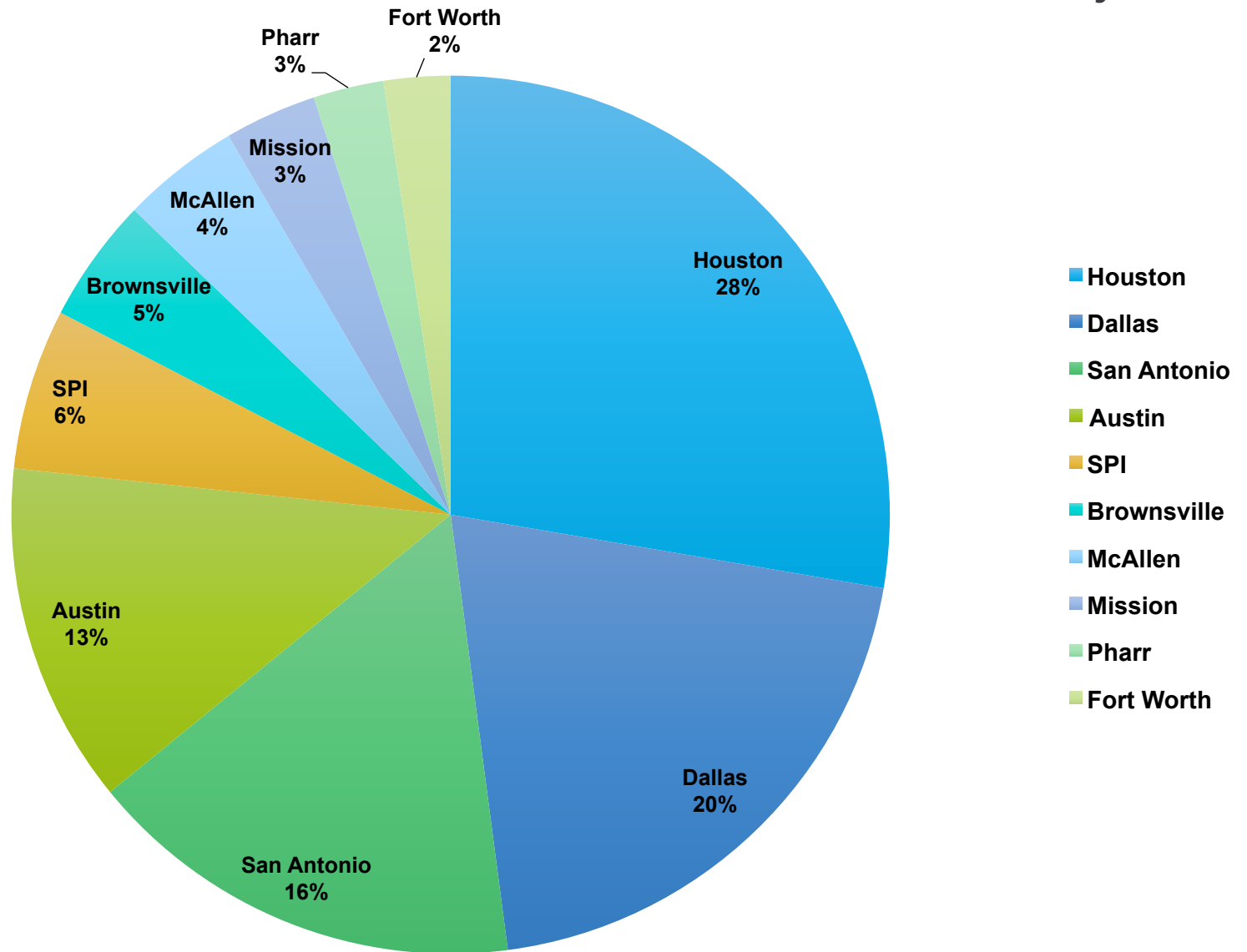
WEB SESSIONS





TX TOP CITIES FOR WEBSITE TRAFFIC

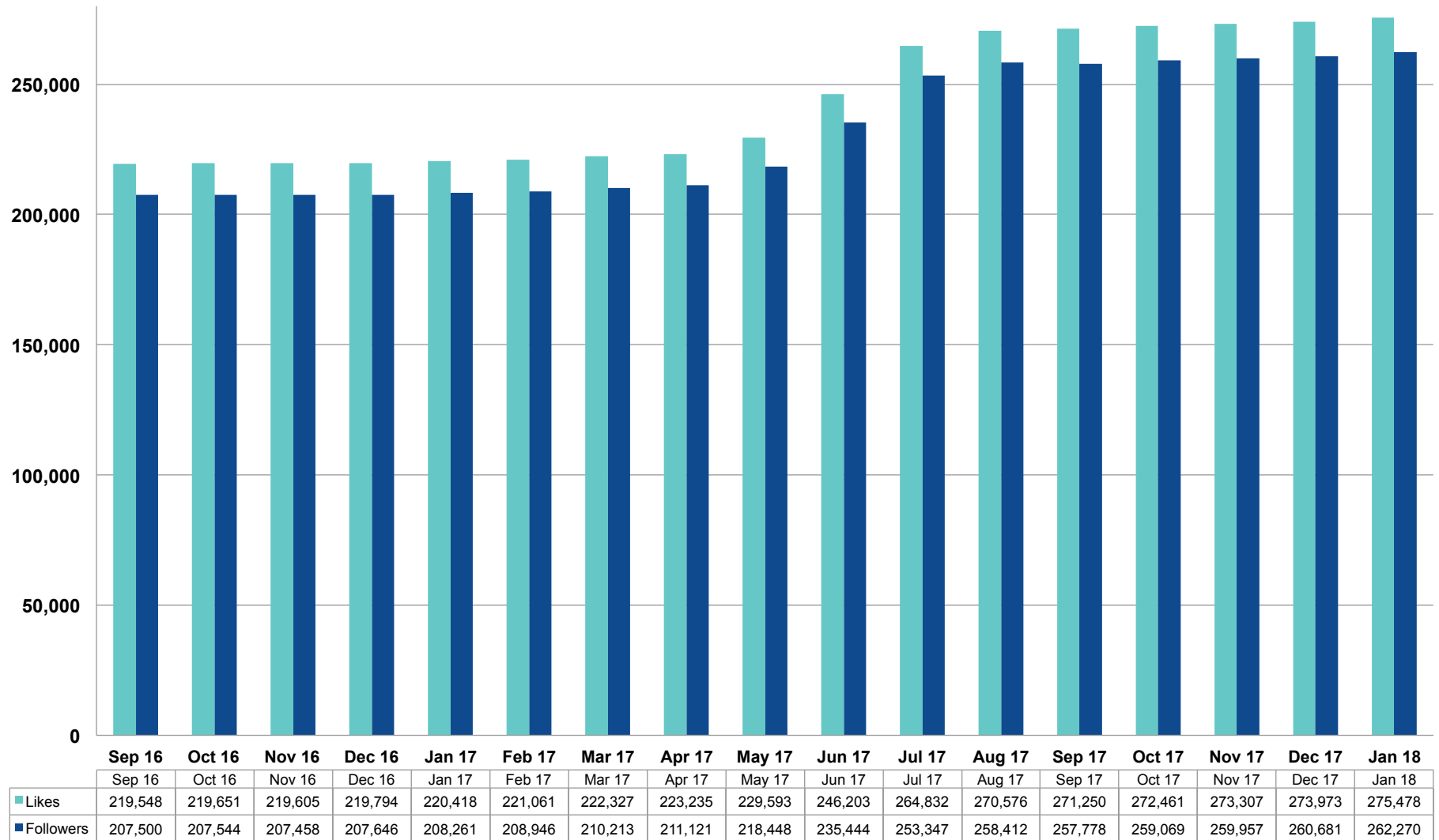
January 2018





SOCIAL MEDIA

Facebook Likes & Followers





SOCIAL MEDIA *Engagement*



FACEBOOK

275,478 likes
262,270 followers



TWITTER

2,393 tweets
800 followers
1,495 followers



INSTAGRAM

377 posts
7,652 followers
223 following

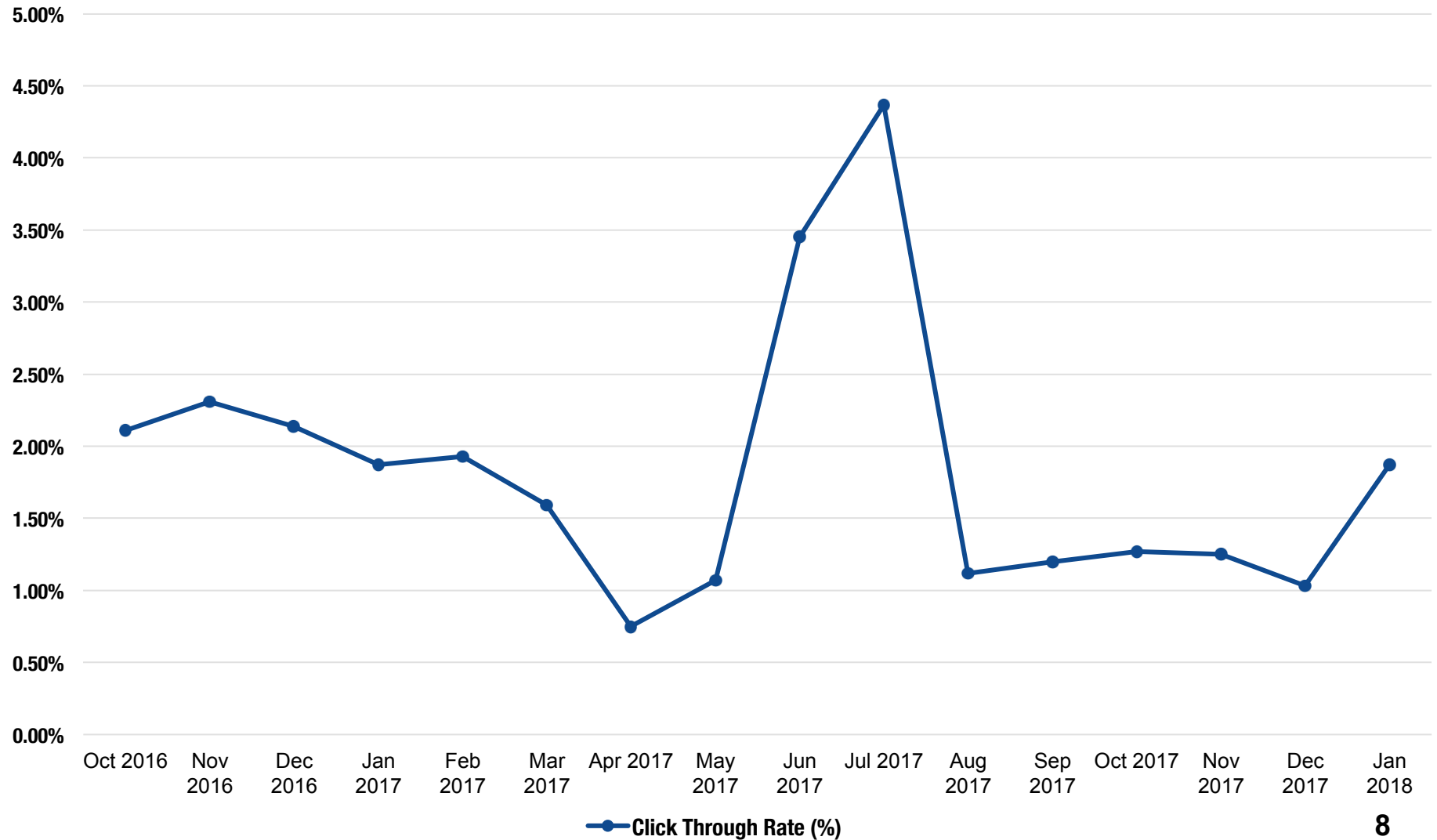
FY 2017 Facebook Engagement

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Total Engagement	45,473	20,373	30,636	40,836								
Video Views	357,863	122,479	155,744	285,400								



CLICK THROUGH RATE (%)

AdWords





PR ANALYSIS REPORT

January 2018

CISION®

Media Monitoring

Cision is a leading global provider of software that empowers marketing communications professionals to identify key influencers, craft and distribute strategic content and measure meaningful impact.

TOTAL MENTIONS

151

TOTAL REACH

229.91M

TOTAL PUBLICITY VALUE

\$170K



PR ANALYSIS REPORT

January 2018

Prominent Terms and Top Outlets

WORD CLOUD





ACCOLADES

- Listed on the 2018 “**9 Best Surf Spots in Texas**” by Trips to Discover
- Listed on the 2018 “**25 Best Wreck Diving Spots in the United States**” by Scuba Diving Online
- Listed on the 2018 “**Vacation in the Hottest Spots in Texas**” by Patch.com
- Listed on the 2018 “**15 Best Vacation Spots When You Earn the Median Income**” by GOBankingRates.com
- Ranked #3 on the 2018 “**10 Best Dolphin Sighting Destinations in North America**” by Travel Channel
- Ranked #3 on the 2018 “**Best Place to Rent a Summer Beach House with Friends**” by TripAdvisor
- Ranked #6 on the 2018 “**8 Best Spring Break Party Destinations**” by ABC News
- Listed on the 2018 “**10 Best Places in Texas to Visit on Spring Break**” by Trips to Discover
- Listed on the 2018 “**Best Places to Visit in Texas**” by U.S. News & Report
- Listed on the 2018 “**18 Places to Go in Texas**” featuring South Padre Island and Sea Turtle, Inc. by Texas Highways
- Ranked #1 for Best Beach Vacation in “**Top American Trips 2018**” by Canadian Traveller
- Listed on the 2018 “**World’s Greatest Kiteboarding Spots**” by National Geographic



PR ANALYSIS REPORT

January 2018

TOP OUTLETS

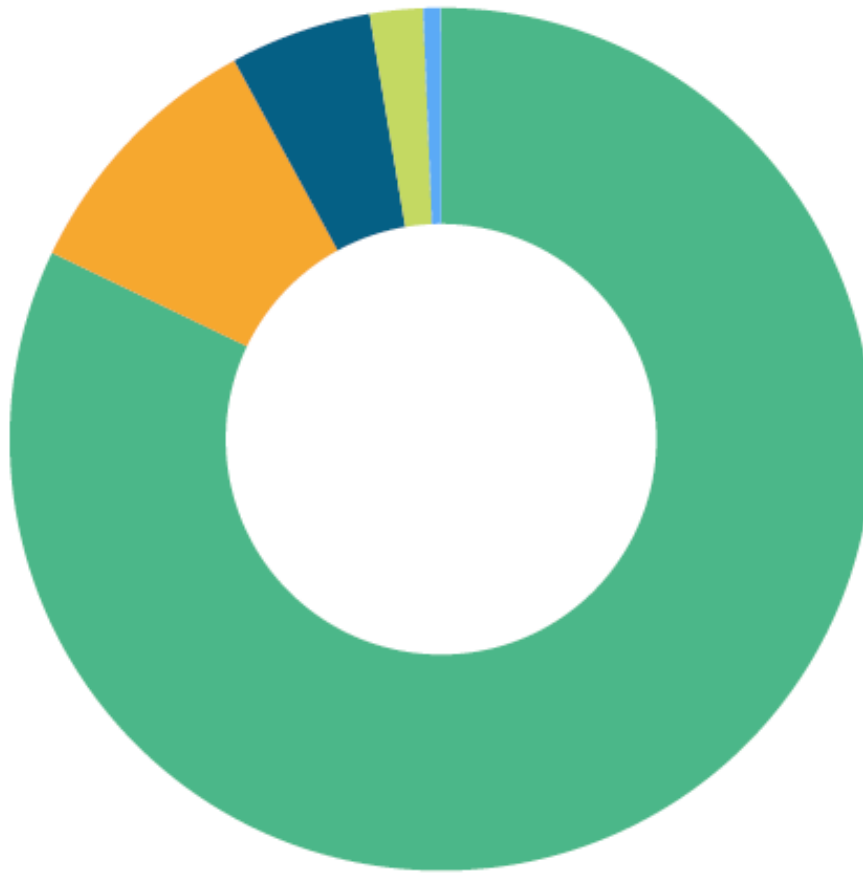
Outlet	Number of Clips	Reach	Publicity Value
The Brownsville Herald ...	13	981,097	\$451.30
Valley Morning Star Onlin...	12	742,044	\$170.67
San Antonio Express-Ne...	8	13,429,128	\$10,810.45
Corpus Christi Caller-Tim...	6	1,143,396	\$262.98
Odessa American Online	5	313,420	\$72.09
SFGate	5	119,645,075	\$27,518.37
Monitor Online	4	752,064	\$345.95
Houston Chronicle Onlin...	3	48,762,543	\$56,076.92
KRGV-TV Online	3	826,239	\$190.04
Texas Highways Online	2	98,668	\$22.69



PR ANALYSIS REPORT

January 2018

SHARE OF COVERAGE BY MEDIA TYPE



Online, consumer	124	82.1%
Online, news and business	15	9.9%
Online, trade/industry	8	5.3%
Blog, consumer	3	2.0%
Newspaper	1	0.7%



Email Leads

Agile CRM

CURRENT STATUS

List Consolidation Process

- **List cleaned using new software**
 - **Valid:** 58,706 – Good to Email
 - **Invalid:** 7,613 – Not Good to Email
 - **Accept All:** 3,247 – We May Email
 - **Unknown:** 3,169 – We May Email

NEXT STEPS

- TAG working to prepare “first touch” creative e-blast
 - **Goals of E-blast**
 - 1) Reintroduce the SPI brand through high quality design and messaging
 - 2) Work to gain additional intelligence on the email database – invite subscribers to request additional information about SPI (i.e. watersports, nature tourism, fishing, non-family travelers, events, special offers, etc..)



CONVENTION SALES

Groups Turned Definite

JANUARY 2018

YM360 Youth Conference (212)
Texas Association of Radiology (198)
Region One – Special Education Institute (150)
Valley Council of Special Educators (60)
AA District 27 Gymboree (90)
National Tropical Weather Conference (230)
SPLASH South Padre (April) (440)
Tropical Medicine & Vector Borne Disease Conference (110)
Baily Middle School Band (44)
Fire Marshall Training (30)
Fall Management & Districts Conference (240)
Texas Victims Services Association (455)

() Indicates Number of Room Nights Booked

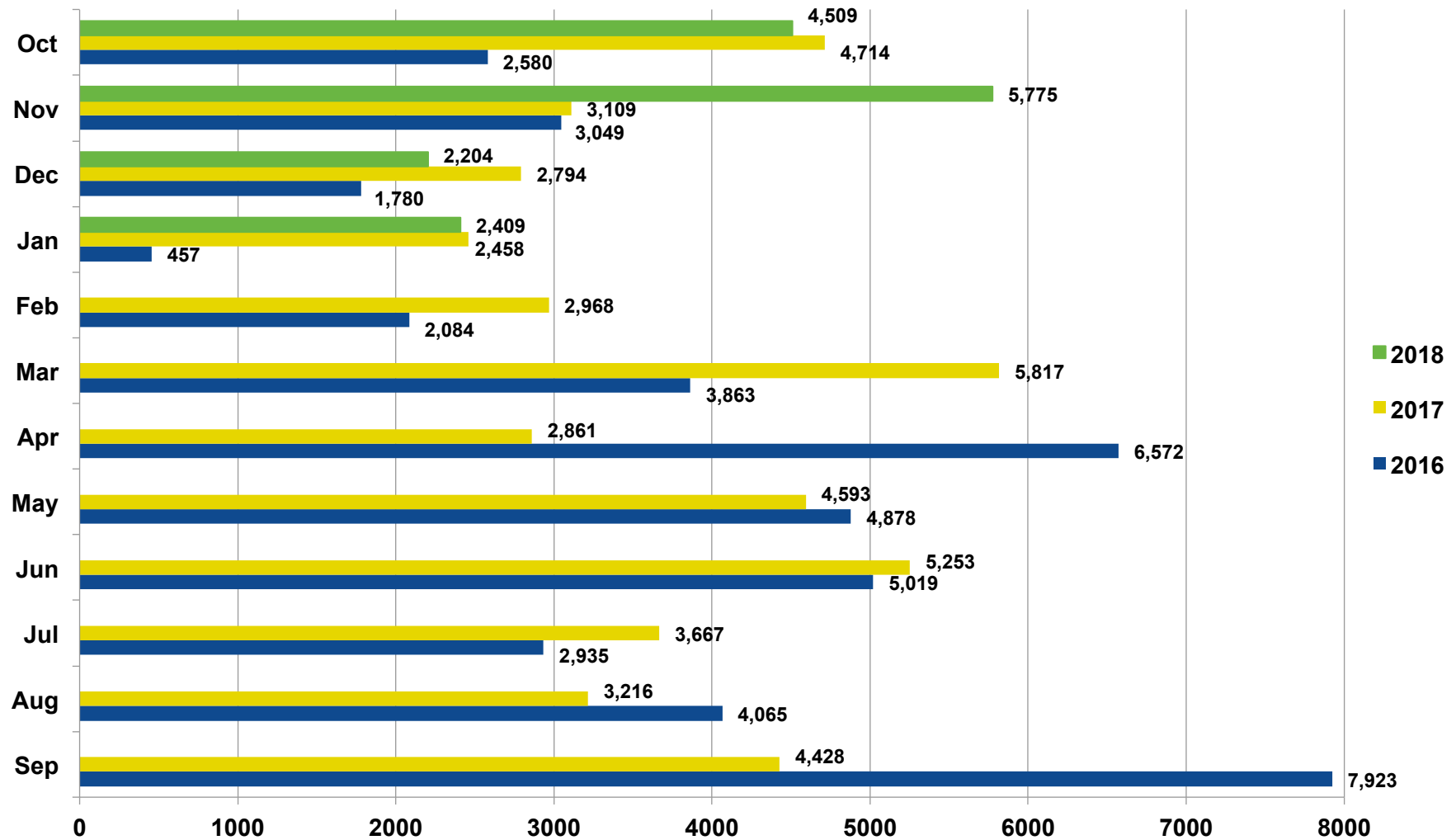




CONVENTION SALES

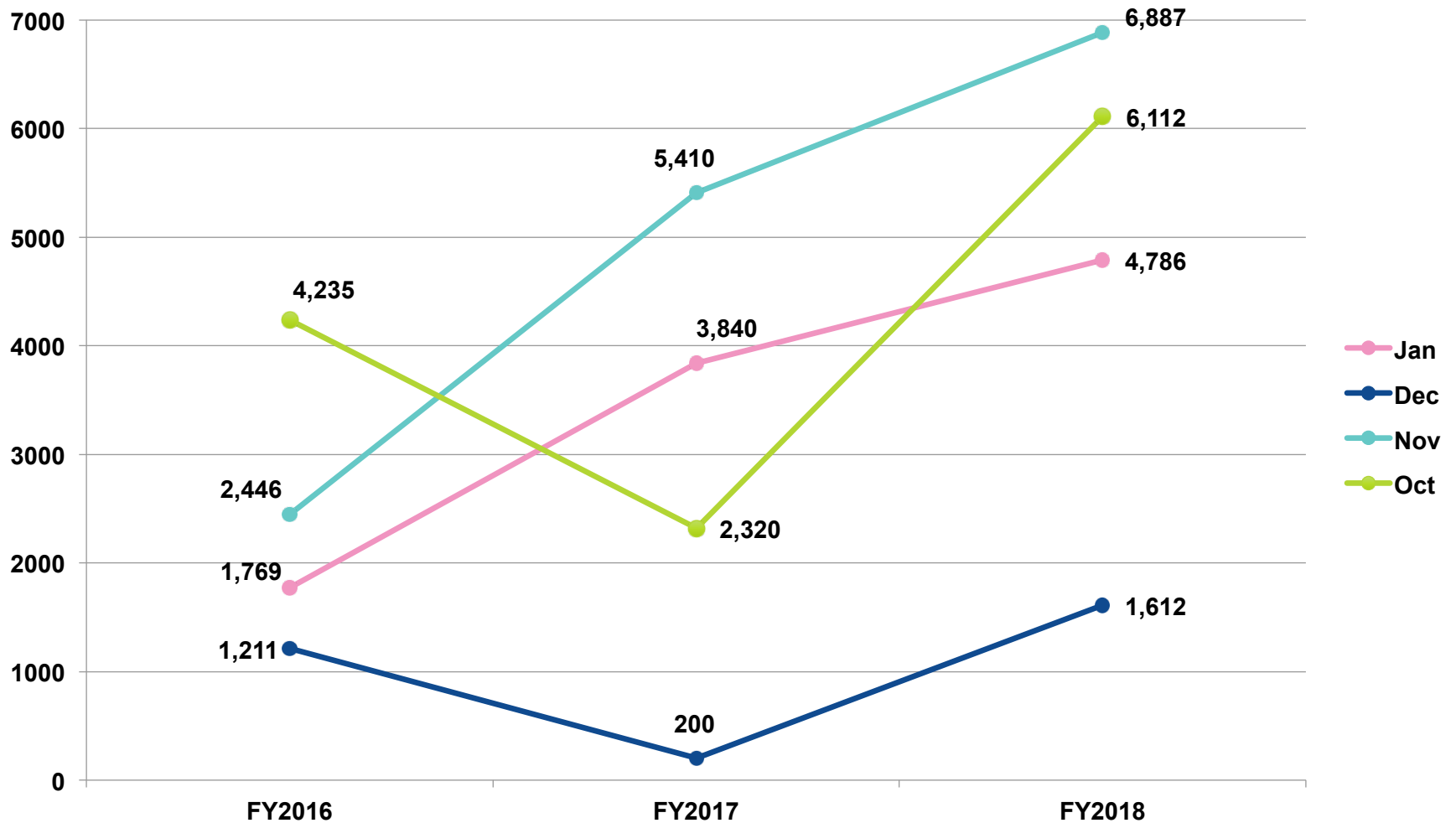
Business Turned Definite

MONTH-BY-MONTH



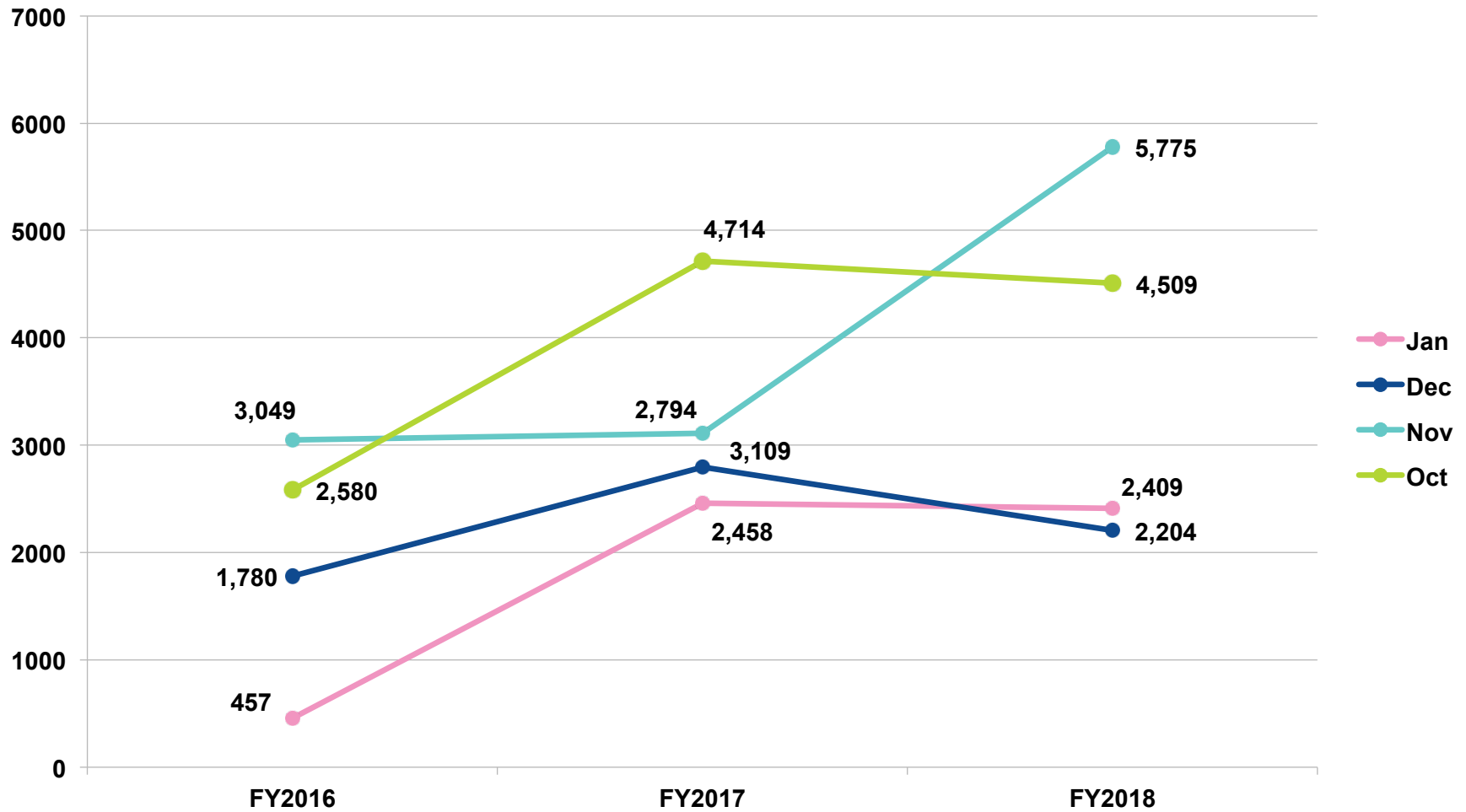


CONVENTION SALES LEADS SENT





CONVENTION SALES BUSINESS TURNED DEFINITE





2018 SPECIAL EVENTS

January

- Polar Bear Dip & Penguin Plunge
- Market Days
- WOVE
- Winterfest

February

- SPI Kitefest
- W4W Chili Cook Off
- Color Me Rad
- Market Days

March

- Spring Break Car Jam
- UME

April

- National Tropical Weather Conference
- Splash
- Sand Crab Run
- Open Water Swim

May

- Jailbreak
- Pedal to Padre
- Shallow Sport fishing Tournament

June

- Dargel Fishing Tournament
- Longest Causeway Run/Walk
- Great TX Catamaran 300

July

- Security First Credit Union Fishing Tournament

August

- TIFT
- Iron Pigs Motorcycle Club Weekend
- LKT
- API Fishing Tournament
- Fishing For Hope

September

- Shallow Stalker Fishing Tournament
- JJ Zapata Fishing Tournament
- Wahoo Classic
- Zombie Charge
- Tailgate Weekend
- SPI Triathlon

October

- SandCastle Ball
- SandCastle Days
- SPLASH
- W4W Fishing Tournament
- Walk For Women – 5k
- Take a Kid Fishing
- Elite Redfish Championship
- SPI Fishing Days
- Hallowings – BooBash

November

- RAGF
- Veteran's Day Weekend
- Blacklight Run
- SPI Film, Art and Music

December

- Tree Lighting Ceremony
- Christmas Street Parade
- Children's Wonderland
- Lighted Boat Parade
- Breakfast w/Santa
- Holiday SandCastle Village



DIRECTOR'S NOTES

Ongoing DMAIC, Subcommittee & Project Updates

Marketing Subcommittee

- Weekly scheduled calls with TAG
- CRM Development
- Creative Review and New Direction
- Research-VisaVue, Arrivalist
- Database Expansion-Close to 80,000
- Reviewing ARES and looking at other OTA's and reservation systems

Events Subcommittee

- Running Events Consultant-Andre Duke
- Potential New Events-Black Light Run, Rucksack, Expanded Veterans Day Planning and Drone Race

Sandcastle Subcommittee

- Sandcastle Trail Maintenance contract let-Start April 1
- Visitor Center Sandcastle-Contractor and 2 other sand sculptors carving structures. ETC 3/5
- Subcommittee will meet in April focusing on Sandcastle Days and proposed Holiday Sandcastle Village



DIRECTOR'S NOTES

Ongoing DMAIC, Subcommittee & Project Updates

Airlift Enhancement Initiative

- Dallas meeting with SWA
- Supplied Materials to BRO/SPI and VIA/ HRL for marketing contact with airlines
- United initiated one additional daily flight from Houston for both airports
- Potential meeting with another airline likely mid-March
- Exploring airline vacation package programs and participating in a conference call with a destination packaging program vendor to potentially expand CVB ability to expand packaging offerings on SPI

Visitor Center

- Discussing and considering the best location priorities
- Reviewing research and best practices from other Visitor Centers provided by Young Strategies
- Looking into mobile information and external kiosks

PM Software Integration

- CVB staff has been trained in use of iWorQ software and is uploading data for all preventative maintenance functions

New CVB Staff

- Jamie Whetstone is joining the staff 3/1 and will be working with Alisha to upgrade digital, multimedia and social media marketing

**CITY OF SOUTH PADRE ISLAND
ADVISORY BOARD MEETING
AGENDA REQUEST FORM**

MEETING DATE: February 28, 2018

NAME & TITLE: Keith Arnold, CVB Director

DEPARTMENT: Convention and Visitors Bureau

ITEM

Discussion and action to approve Visa Vue Travel (VVT) Subscription contract in the amount of \$43,500 and approve budget amendment for the same amount from CVB excess reserves. Update on the pursuit of short term rentals and building the database.

ITEM BACKGROUND

Stand-alone Visa Vue Travel (VVT) Subscription Price = International (\$17,500) and Domestic (\$26,000) packages for a total of \$43,500. VVT will provide the SPI tourism industry with unique insights into the spending and behavior of international and domestic visitors. This system offers powerful reporting packages and customized geography definitions that map our destination footprint.

BUDGET/FINANCIAL SUMMARY

Increase line item 02-594-0530 by \$43,500.

The current level of CVB excess reserves is approximately \$2.7 million

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____

Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approve Visa Vue Travel Subscription and budget amendment.

**VisaVue Travel Reporting Service Subscription Agreement
(Single Subscriber 2018)**

THIS SUBSCRIPTION AGREEMENT is by and between Visa U.S.A. Inc., a Delaware corporation (“Visa”), having its mailing address at P.O. Box 8999, San Francisco, California, 94128, (phone: 650-432-3200; fax: 650-432-8510); and the City of South Padre Island, a Texas Municipality (“Subscriber”), having an office and its principal place of business at 4601 Padre Blvd, South Padre Island, Texas 78597 (phone: 956-761-6456)

W I T N E S S E T H:

WHEREAS, Visa is offering to Subscriber, a proprietary VisaVue Travel Reporting Service that compiles aggregate depersonalized Visa cardholder transaction data for selected market segments of international visitors to or domestic travelers within the United States, to generate state and regional reports (the “Service”); and

WHEREAS, Subscriber desires to subscribe to the Service for its own use to review and analyze this aggregate depersonalized Visa cardholder transaction data for international visitors to or domestic travelers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count, on the terms and conditions set forth in this Agreement (as defined in Section 2(a)).

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. DESCRIPTION AND LIMITATIONS ON USE.

(a) Visa will provide Subscriber with a subscription to the reports containing Service data set forth in Exhibit A hereto (“VisaVue Travel Reports”) for Subscriber’s own use. Subscriber will select the VisaVue Travel Reports it requests for itself by completing the Master Subscription and Pricing Form set forth in Exhibit B hereto. Subscriber will pay Visa for the Service in accordance with the pricing terms and conditions set forth in such Exhibit B. Subscriber agrees that Visa may adjust the pricing of the Service for any Renewal Term (as defined in Section 5).

(b) Subscriber understands and agrees that the Service is provided solely for Subscriber’s use in developing its marketing strategies and plans with respect to travel and tourism activities within the Subscriber’s State solely for use in developing their own travel and tourism marketing strategies and plans.

(c) Subscriber agrees with respect to its own use of the Service:

(i) (A) not to disclose Service data to any third parties, including but not limited to partners, vendors or other payment card systems, even if Service data is aggregated or combined with other source data for analytical purposes, and (B) to retain the VisaVue Travel Reports it purchases for its own use in its possession at all times;

provided, however, that Subscriber may use its own statistical conclusions drawn from Service data in Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

(1) each Subscriber conclusion or claim drawn from Service data is true, correct and not misleading;

(2) each Subscriber conclusion or claim specifically identifies Visa as a source of the data on which the conclusions are based with the following attribution footnote: "[Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by VisaVue® *Travel* for the period of [insert applicable time period] and incorporates data from other independent research sources.";

(3) Subscriber presents its conclusions, claims and modified Service data for distribution to third parties in any one or more of the approved Information Distribution Templates and in accordance with the guidelines all as set forth in Exhibit E hereto; and



(4) Service data is not specifically referenced in such advertising, press releases or other marketing efforts, except as required by applicable law for claims substantiation.

(ii) not to attempt to disaggregate Service data in an attempt to determine the performance or behaviors of any individual cardholder or specific Subscriber competitor.

(iii) to obtain in advance of any engagement the agreement in writing of any third party vendor engaged by Subscriber for data aggregation or analysis purposes that (A) such vendor's processes will not permit the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service data; (B) such vendor will not retain, transfer or otherwise disclose the Service data in any manner or through any medium, and (C) such vendor will destroy or return to Subscriber all Service data upon completion of any specific task included as part of the service provided to Subscriber by such vendor.

(iv) that Service data is provided by Visa on an "as is" basis without any warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement. The Service data is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa's Visanet global transaction processing network and Visa makes no warranties (A) as to the accuracy of the data, (B) that the Service data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (C) as to the validity of the statistical approaches used in Visa's data aggregation.

(v) that the Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions.

(d) Subscriber hereby grants Visa, without attribution or cost, all rights necessary for Visa to use any and all suggestions or ideas generated by Subscriber personnel for improvement of the Service and to implement any such suggestions or ideas in future versions of the Service, or any other service, as it is made available to Subscriber and/or to any other party.

(e) Visa expressly reserves the right to terminate this Agreement immediately if Visa determines, in its sole discretion, that misuse of the Service has occurred in breach of this Agreement.

(f) Visa will use commercially reasonable efforts to deliver the VisaVue Travel Reports on schedule, provided, however, that Visa shall not be liable to Subscriber for any damages caused by late or misdelivered VisaVue Travel Reports. Subscriber's sole remedy for late or mis-delivered VisaVue Travel Reports will be Visa's delivery of the current VisaVue Travel Report as soon as is reasonably practical after Visa learns of any such late or mis-delivered VisaVue Travel Report.

(g) Visa reserves the right to change the content, format, medium, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify Subscriber in writing of any anticipated change to the Service that may reasonably have a material adverse effect on the Service.

2. INDEMNIFICATION.

(a) Where permitted by applicable law, Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Visa Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with: (a) a breach of this Agreement by Subscriber and/or any of its personnel; (b) the negligence or intentional misconduct of Subscriber and/or any of its personnel; (c) a breach by Subscriber of its obligations under the Secondary Subscriber Agreement.

(b) Subscriber agrees that, due to the unique nature of Confidential Information (as defined in Section 6), the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Visa Indemnified Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Subscriber agrees that Visa, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement by Subscriber, without the necessity of posting any bond or other security. Subscriber shall notify Visa in writing immediately upon Subscriber's becoming aware of any such breach or threatened breach.

3. LIMITATION OF LIABILITY.

IN NO EVENT SHALL VISA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VISA'S LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF FEES FOR THE SERVICE PURSUANT TO THIS AGREEMENT.

4. TERM AND TERMINATION.

(a) This Agreement shall (i) become effective as of the date it is fully executed by the parties, (ii) continue in full force and effect until Sep 30, 2018 ("Initial Term") and (iii) automatically renew for additional term(s) of one (1) year ("Renewal Term", together with the Initial Term, the "Term"). Subscriber may Opt Out of this automatic renewal process at the end of each current "Renewal Term by notifying Visa in writing (email accepted) that they do not wish to automatically renew.

(b) Subscriber may terminate this Agreement upon thirty (30) days prior written notice if: (i) Visa breaches this Agreement and fails to cure the breach within such thirty (30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 1(g), and Subscriber objects in writing within thirty (30) days of Subscriber's receipt of written notice from Visa of such modification or change.

(c) Visa may terminate this Agreement immediately upon written notice if: (i) Subscriber or a Secondary Subscriber misuses the Service in breach of this Agreement or the Secondary Subscriber Agreement, (ii) a change in applicable law makes termination appropriate in Visa's sole discretion. Visa may terminate this Agreement upon thirty (30) days prior written notice for any reason or no reason.

(d) Visa shall have no obligation to refund to Subscriber any fees paid for the Service, except and solely in the case of termination of this Agreement pursuant to Section 5(b)(ii) or Section 5(c)(ii). All Visa refund obligations pursuant to this Section 5(d) shall be calculated as set forth in Exhibit C.

5. CONFIDENTIALITY, PUBLICITY.

(a) The term "Confidential Information" shall mean: this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) Visa discloses, in writing, orally or visually, to Subscriber, or to which Subscriber has access, in connection with the negotiation and performance of this Agreement, and (b) relates to (i) Visa or any Visa Affiliate (as defined in Section 9), (ii) other customers of Visa or any Visa Affiliate, or (iii) third-party vendors or licensors who have made confidential or proprietary information available to Visa.

(b) Subscriber hereby agrees on behalf of itself and its representatives and subcontractors, that Confidential Information will not be disclosed or made available to any person for any reason whatsoever, other than on a “need to know basis” and then only to: (a) its representatives; (b) subcontractors and other third-parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section 6; (c) employees with a need to know who are obligated to hold such information confidential, and (d) as required by law or as otherwise permitted by this Agreement, either during the term or after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, Subscriber shall (i) notify Visa of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with Visa’s reasonable, lawful efforts to resist, limit or delay disclosure.

(c) The obligations of confidentiality in this Section 6 shall not apply to any information which Subscriber rightfully has in its possession when disclosed to it by Visa, information which Subscriber independently develops, information which is or becomes known to the public other than by breach of this Section 6 or information rightfully received by Subscriber from a third party without the obligation of confidentiality.

(d) All media releases, public announcements and public disclosures by either party, or their representatives, relating to this Agreement or the name or logo of Subscriber or Visa, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other party in writing prior to the release thereof as provided herein. Each party shall obtain prior written approval from the other parties for any news releases, press advisories and interviews relating to the Service; provided that this restriction shall apply to Visa only to the extent that Subscriber is specifically identified in such disclosure. Each party shall review all submissions and notify the other parties in writing within five (5) business days of its approval, which shall not be unreasonably withheld. Subscriber acknowledges and agrees, subject to approval of copy, that Visa may announce Subscriber’s participation in the Service.

6. CHOICE OF LAW AND FORUM.

This Agreement shall be interpreted according to the internal laws of the State of California, and not its conflict of law provisions. The parties hereby submit to the jurisdiction of the courts in the State of California.



7. NOTICE.

Notice to each party under this Agreement shall be sent to the respective address or facsimile number shown above unless a written change of address or facsimile number is received by the notifying party. If notice is sent to an address, it shall be deemed validly sent upon deposit via registered mail or via an express courier service, and shall be deemed received five (5) days after the date of such deposit. If notice is sent by facsimile, it shall be deemed

validly sent upon the sending facsimile machine's confirmation that the transmission was completed, and shall be deemed received one (1) day after the date of such confirmation.

8. MISCELLANEOUS.

Except as expressly indicated herein, this Agreement and its attached Exhibits, which are incorporated herein by reference, and the Secondary Subscriber Agreement represent the entire agreement between the parties relating to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the terms of the Secondary Subscriber Agreement, the terms of this Agreement shall control. No modification or waiver of this Agreement or the Exhibits hereto shall be binding unless it is in writing and signed by both parties. If a court of competent jurisdiction finds any provision of this Agreement invalid, illegal or unenforceable, the parties shall omit it from the Agreement to the extent required. The remaining terms shall remain in full force and effect. Each party agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement, without the consent of the other party, which consent shall not unreasonably withheld; provided that Visa may assign this Agreement to any a subsidiary, parent, joint venture, partner, or any other entity which, in whole or in part, is owned by, owns, or has a common owner with Visa, Visa Inc., Visa International Service Association, Visa Canada Inc. or Inovant LLC (each a "Visa Affiliate"). Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Sections 1, 3, 4, 6, 7, 8 and 9 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

VISA U.S.A. INC.

By _____
Name _____
Title _____
Date _____

_____ ("SUBSCRIBER")

By _____
Name _____
Title _____
Date _____

Exhibit A – VisaVue Travel Reporting Service Subscription

Key Terms and Conditions of VisaVue Travel Reporting Service Subscription

Report Delivery: VVT reports are generally distributed within 45 days following the end of each calendar quarter or year. Depending on the report package selected, during the Term, Visa will deliver to VVT Subscriber the selected VisaVue Travel Reports specified on the Master Subscription and Pricing Form as spreadsheet file format via email to the individual or individuals (not to exceed three) designated by VVT Subscriber to Visa in writing as the recipients of the VisaVue Travel Reports

Report Data: The VisaVue Travel Reports will present the aggregate number of cardholders, number of transactions, sales volume, and average ticket amount, as further set forth below. VisaVue Travel Reports will include no personally identifiable cardholder, issuer or merchant information and will not identify individual cardholder, issuer or merchant patterns. “Average Ticket” is a specific data figure and will be reported in the aggregate, as a simple average.

-International Reporting Option-

Enhanced will contain a prior-year summary benchmark report and the most recent twelve (12) months of Service data, segmented by calendar quarter and will contain a breakdown of consumer and business payment cards. Four (4) VisaVue Travel Reports will be provided: Top CVB Overview; DMO Summary by Originating Country; DMO Market Segment Summary by Originating Country and DMO Merchant Category Code (MCC) Summary by Originating Country.

-Domestic USA Reporting Option-

Enhanced - will contain a prior-year summary benchmark report and the most recent twelve (12) months of Service data, segmented Monthly as well as by calendar quarter and will contain a breakdown of consumer and business payment cards. Reports are very similar to International reporting, but are based upon ZIP-defined lists of domestic USA origin rather than the country-level in the International reporting. Summary dashboard graphics containing trend and period-over-period changes are part of package. Four (4) VisaVue Travel Reports will be provided: Top DMO Comparison Overview Report; DMO Summary by Originating US ZIP defined region; DMO Market Segment Summary by Originating US ZIP-defined region and DMO Merchant Category Code (MCC) Summary by Originating US ZIP-Defined region.

Exhibit B – Master Subscription and Pricing Form

VisaVue Travel Reporting Service Subscription Pricing

Report Pricing:

Pricing for VisaVue Travel Reports is set forth below. Concurrent with the execution of this Agreement, on or about Feb of each year Visa will provide the prior year Benchmark reports. This shall constitute a delivery of 50% of the contracted data. Visa will also invoice Subscriber for the annual package price for the VisaVue Travel Reports selected and VVT Subscriber shall pay such amount within thirty (30) days of receipt of such invoice. Upon receipt of payment, Visa will immediately provide the subscription year 1st Q reports, as described in Exhibit A and/or B above and selected in the package pricing below. Visa will then provide the remaining 3 quarters of subscription year data as they become available, delivering each quarter's data after public release of Visa's quarterly earnings results (approximately 5-6 weeks after calendar close of each quarter).

Combined International/Domestic Package discount: In addition to internal volume-based discounting for additional reporting definitions, Subscribers who purchase both International and Domestic options will receive an additional discount on Domestic pricing as described below.

Determining Package Pricing:

As part of execution of agreement, VVT Subscriber will complete this section to indicate what type of package they are purchasing, per the attached pricing terms.

Select desired State Primary subscription <i>Check/initial Appropriate Column</i>	2018 VisaVue Travel Pricing		
	International Only	Domestic Only	Combined Discounted Total
DMO Primary Subscription*	\$17,500	\$26,000	\$43,500
DMO Secondary Subscriptions*	\$ 2,310	\$ 3,500	\$ 5,060

If South Padre Island elects to purchase additional historical (2015/2016) data, it will be offered at 50% of above rates.

*Primary Subscriptions includes 5 Regions/DMO definitions in total. Secondary price quoted is for a single additional geographic regions defined at the ZIP code level.

Local Exclusion Options:

Standard VVT Domestic reports for local DMO's include reporting on ALL visitors to a ZIP defined destination geography. If a Client destination is within a standard MSA, it is easy to look at the "home MSA" line in any report to subtract out spending from "local" cardholders. If a customer prefers a more specific ZIP-based exclusion, Visa can optionally run reports using the destination ZIP codes as a filter to eliminate spend from all cardholders identified as residing in "local" ZIP codes. However, it should be noted that this practice may eliminate legitimate local "day-tripper" spending at attractions.

For domestic reports check one:

- ☐ Standard -Use MSA in reports to identify/ subtract out "local" spenders (no extra cost)
 - ☐ Use "home" zipcode list exclusion instead of standard " (no extra cost)**
 - ☐ Get both Standard and zip code exclusion reports – Add 50% to base pricing
-

*

** Selection will use the exact same ZIP list as provided to identify destination geography. Any different exclusion list will be priced separately.

Exhibit E – Approved Information Distribution Templates and Guidelines
VisaVue Product Office to Provide

**CITY OF SOUTH PADRE ISLAND
ADVISORY BOARD MEETING
AGENDA REQUEST FORM**

MEETING DATE: February 28, 2018

NAME & TITLE: Wally Jones, CVA Chairman

DEPARTMENT: Convention and Visitors Advisory Board

ITEM

Update regarding Marketing Subcommittee Meeting.

ITEM BACKGROUND

Marketing Subcommittee meeting was held on Monday, February 12th with The Atkins Group.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____

Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS