

**Notice of Meeting for the  
Convention and Visitors Bureau Advisory Board  
of the City of Georgetown  
August 13, 2020 at 8:30 AM  
at Virtual**

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

**Consistent with Governor Greg Abbott's suspension of various provisions of the Open Meetings Act, effective August 1, 2020 and until further notice, to reduce the chance of COVID-19 transmission, all City of Georgetown Advisory Board meetings will be held virtually. Public comment will be allowed via teleconference; no one will be allowed to appear in person.**

**To participate, please copy and paste the following weblink into your browser:**

**Join Zoom Meeting**

**[https://georgetowntx.zoom.us/j/93242342990?](https://georgetowntx.zoom.us/j/93242342990?pwd=Q09JSjlHSisrMDdGcGhNTGNpbVdFQT09)**

**pwd=Q09JSjlHSisrMDdGcGhNTGNpbVdFQT09**

**Meeting ID: 932 4234 2990**

**Passcode: 544412**

**One tap mobile**

**+13462487799,,93242342990#,,,,,0#,,544412# US (Houston)**

**+12532158782,,93242342990#,,,,,0#,,544412# US (Tacoma)**

**Dial by your location**

**877 853 5257 US Toll-free**

**888 475 4499 US Toll-free**

**833 548 0276 US Toll-free**

**833 548 0282 US Toll-free**

**Meeting ID: 932 4234 2990**

**Passcode: 544412**

**Find your local number: <https://georgetowntx.zoom.us/j/93242342990?pwd=Q09JSjlHSisrMDdGcGhNTGNpbVdFQT09>**

**Citizen comments are accepted in three different formats**

**1. Submit written comments to [cari.miller@georgetown.org](mailto:cari.miller@georgetown.org) by 7 a.m. on the date of the meeting and the Recording Secretary will read your comments into the recording during the item that is being discussed.**

**2. Log onto the meeting at the link above and “raise your hand” during the item**

**3. Use your home/mobile phone to call the toll-free number**

**To join a Zoom meeting, click on the link provided and join as an attendee. You will be asked to enter your name and email address (this is so we can identify you when you are called upon). To speak on an item, click on the “Raise your Hand” option at the bottom of the Zoom meeting webpage once that item has opened. When you are called upon by the Recording Secretary, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly, and when your time is over, your device will be muted again.**

**Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.**

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## **Regular Session**

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

- A Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission – Cari Miller, Tourism Manager
- B Welcome/Call to order – Karen Soeffker, CVB Board Chair
- C Discussion and possible action regarding approval of the June 11, 2020 minutes - Karen Soeffker, CVB Board Chair
- D Discussion and possible action regarding the nomination and election of Board Vice-Chair and Secretary- Karen Soeffker, CVB Board Chair
- E Discussion and possible action to recommend contracting with DecorIQ for the leasing, installation, and maintenance of the 2020 holiday lights, the installation and maintenance of the building cornice lights, and the installation and removal of the holiday wreaths and tree in the amount not to exceed \$101,975 - Cari Miller, Tourism Manager
- F Discussion and possible action to approve a Transportation Grant for Altrusa International District Nine Conference April 15 – 18, 2021 – Cari Miller, Tourism Manager
- G Discussion and possible action regarding the Transportation Grant Program - Cari Miller, Tourism Manager
- H Discussion and possible action regarding advertising and media exposure and dates of upcoming events- Cari Miller, Tourism Manager

## **Adjournment**

Adjournment

## **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily

accessible to the general public as required by law, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Robyn Densmore, City Secretary

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission – Cari Miller, Tourism Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Welcome/Call to order – Karen Soeffker, CVB Board Chair

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action regarding approval of the June 11, 2020 minutes - Karen Soeffker, CVB Board Chair

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
	CVB Board June 11, 2020 Minutes	Cover Memo

**Minutes of Meeting of the  
Convention & Visitor Bureau Board  
City of Georgetown, Texas  
June 11, 2020**

The mission of the Georgetown Convention and Visitors Bureau is to increase the economic impact on Georgetown by promoting the community as a tourist and meeting destination.

MEMBERS PRESENT: Stephanie Blanck, Karen Soeffker, Blake Triplet, Jim Wilson, Christy Fisher, Daniel Orozco, Rachel Cummins (*present via videoconferencing*)

MEMBERS ABSENT: None

STAFF PRESENT: Cari Miller

GUEST: None

1. Chair Soeffker called the meeting to order at 8:37 a.m.

**Legislative Regular Session**

2. Discussion and possible action regarding approval of the March 12, 2020 minutes - *Karen Soeffker, CVB Board Chair*

Motion by Wilson, second by Triplet to approve the March 12, 2020 minutes.  
Approved 4-0. (*Those not in attendance at the meeting did not vote.*)

3. Discussion and possible action to approve a Transportation Grant for the Judicial Commission on Mental Health Conference - *Cari Miller, CVB Tourism Manager*

Miller presented the grant application. Following discussion regarding the November 8, 2020 event, the following motion was made.

Motion by Fisher, second by Orozco to approve the grant application for a maximum reimbursement of \$1,414.00  
Approved 6-0 (*Triplet abstained*)

4. Discussion and possible action to approve a Transportation Grant for Q2 Banking Conference - *Cari Miller, CVB Tourism Manager*

Miller presented the grant application. Following discussion regarding the January 25-30, 2021 event, the following motion was made.

Motion by Orozco, second by Wilson to approve the grant application for a maximum reimbursement of \$2,500.00.

Approved 6-0 (*Triplet abstained*)

5. Discussion and possible action to regarding the Transportation Grant program - *Cari Miller, Tourism Manager*

Due to the current COVID-19 crises and to further assist in conference recruitment, the Board discussed updating the Transportation Grant application intent and purpose by adding language to allow for uses other than transportation. Miller and Triplet will review the current application and bring recommended changes/revisions to the next Board meeting.

No action was taken.

6. Discussion and possible action regarding the 2020 POPPtoberfest (Red Poppy Festival) - *Cari Miller, Tourism Manager*

Due to COVID-19, the 2020 Red Poppy Festival was canceled and rescheduled to October 23-25, 2020. The cancellation has altered several components in the music and food arena. Dale Watson will be the Saturday headliner with Dysfunkshun Junkshun on Friday night.

7. Discussion and possible action regarding advertising and media exposure and dates of upcoming events - *Cari Miller, Tourism Manager*

Miller reviewed the current hotel occupancy report (attached) and announced that the 4<sup>th</sup> of July celebration in San Gabriel Park has been canceled.

## **Adjournment**

Motion by Soeffker, second by Orozco to adjourn the meeting at 9:08 a.m.

Approved 7-0.

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Karen Soeffker, Chair

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Stephanie Blanck, Secretary

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Cari Miller, Tourism Manager

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Date



City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action regarding the nomination and election of Board Vice-Chair and Secretary-Karen Soeffker, CVB Board Chair

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action to recommend contracting with DecorIQ for the leasing, installation, and maintenance of the 2020 holiday lights, the installation and maintenance of the building cornice lights, and the installation and removal of the holiday wreaths and tree in the amount not to exceed \$101,975 - Cari Miller, Tourism Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

Funding is contingent upon Council approval of the FY2021 Budget.

The funding for the holiday lights comes from several sources:

**Holiday Lighting**

Lease, installation, maintenance, and removal of tree lights for 48 trees - \$65,630 (Source: Convention & Visitors Bureau funding)

Lease, installation, maintenance, and removal of tree lights on the 6 large trees around the Williamson County Courthouse – \$9,945 (Source: Convention & Visitors Bureau funding)

**Other Services**

Purchase, installation, and maintenance of building cornice light - \$21,000 (Source: Facilities internal service funding – approximately 76% of Facilities operations are funded by the general fund)

Installation and removal of Christmas wreaths and tree - \$5,400 (Source: Convention & Visitors Bureau funding)

**SUBMITTED BY:**

Cari Miller, Tourism Manager

**ATTACHMENTS:**

Description	Type
 Contract	Backup Material

# CONTRACT ROUTING FORM

Contract No. 20-0045-SC Project No. \_\_\_\_\_ Bid No. \_\_\_\_\_ RFP No. \_\_\_\_\_

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: DecorIQ

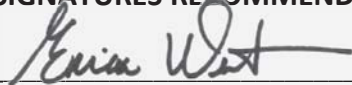
CONTRACT DESCRIPTION: Leasing, installation and maintenance of holiday lights  
Buyboard - 562-18

CONTRACT VALUE: \$101,974.95

GL ACCOUNT NO: \_\_\_\_\_

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. \_\_\_\_\_

## SIGNATURES RECOMMENDING APPROVAL

 8/3/2020  
PURCHASING/CONTRACT COORDINATOR DATE

\_\_\_\_\_  
LEGAL DEPARTMENT DATE

\_\_\_\_\_  
DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

## APPROVED and EXECUTED

\_\_\_\_\_  
DIRECTOR ADMINISTERING CONTRACT (\$10,000 or less) DATE

\_\_\_\_\_  
CITY MANAGER/ASST CITY MANAGER (\$50,000 or less) DATE

\_\_\_\_\_  
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

## FINAL PROCESSING

\_\_\_\_\_  
PURCHASING DATE

### *for Purchasing Use Only*

Insurance Certificates: yes, on file  
Performance Bond: N/A  
Payment Bond: N/A  
Form 1295: 2020-651713

### *For City Secretary Use Only*

Originals sent to CSO:  
Scanned into Laserfiche/Global:  
Council Date: \_\_\_\_\_ Item No.: \_\_\_\_\_

Legal- please sign and send back to Erica.  
(Department is getting this on council agenda. Will hold until day of council meeting.)

## GENERAL SERVICE CONTRACT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Contract is by and between the **City of Georgetown**, a Texas Home-Rule Municipal Corporation (the "City"), and **DécorIQ, LLC**, a Texas limited liability company (the "Contractor"), pursuant to a piggyback clause in Section D.2. of Contract #562-18 between the Contractor and the Local Government Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759 (the "Cooperative"), for the following work: **Leasing, installation, and maintenance of holiday lights** as described in the Scope of Services attached as **Exhibit "A"**.

- 1. Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **ONE HUNDRED ONE THOUSAND, NINE HUNDRED SEVENTY-FOUR and 95/100 Dollars (\$101,974.95)**.
- 2. Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.
- 3. City's Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
- 4. Term.** The term of the Contract is through May 31, 2021, with no opportunity to renew.
- 5. Executed Contract.** The **"Notice to Proceed"** will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.
- 6. Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

7. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
8. **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to work product as detailed in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.
9. **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
10. **Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.
11. **INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT**

COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

**12. RELEASE.** THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

**13. Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

**14. Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

**15. Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an

incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

- 16. Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Williamson County, Texas.
- 17. Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.
- 18. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
- 19. Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 20. Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 21. Assignment.** This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 22. Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 23. City Terms Prevail.** The Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items of Contract #562-18 between Contractor and the Cooperative (collectively, the "Cooperative Requirements") are by this reference incorporated within this Agreement. In the event of any conflict between the terms of this Agreement and those of the Cooperative Requirements, the terms of this Agreement shall prevail.
- 24. Effective Date.** This Contract will be effective when it is signed by the last party making it fully executed.
- 25. Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

DécorIQ, LLC

ATTN: John Alban  
1310 W. Laurel  
San Antonio, TX 78201

Notice to the City:

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627  
david.morgan@georgetown.org

With a copy to:

City of Georgetown  
ATTN: City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
skye.masson@georgetown.org

**26. Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

**27. Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity.

**28. Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

**List of Exhibits**

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

*[signatures on the following page]*



**DécorIQ, LLC**

By: \_\_\_\_\_

Printed Name: Mark Metzger

Title: Vice President

Date: 7/29/2020

**CITY OF GEORGETOWN**

By: \_\_\_\_\_

Dale Ross, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Robyn Densmore, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Skye Masson, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Contractor shall provide the labor and materials set forth in the Estimates attached to this Agreement as Exhibits "A-1" and "A-2" and by this reference incorporated within it, in the quantities and at the prices set forth in said Estimates. Contractor shall not deliver the materials or commence the services set forth in Exhibits "A-1" and "A-2" unless and until City has provided a written Notice to Proceed for such materials or work.

City, in its sole discretion but with at least seven (7) business days' notice to Contractor, reserves the right to modify the quantities set forth in Exhibits "A-1" and "A-2", and any such change order shall be in writing and made as an Amendment to this Agreement. Provided, however, that City shall be required to pay Contractor for goods or services delivered prior to the Amendment and not otherwise returned in accordance with Contractor's return policy.

**EXHIBIT A-1  
SCOPE OF SERVICES:  
CITY AND PRIVATE PROPERTY**

**EXHIBIT A-2**  
**SCOPE OF SERVICES:**  
**COUNTY COURTHOUSE TREES**

**EXHIBIT B**  
**PAYMENT SCHEDULE**

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and authorized to do business in the State of Texas
  - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - 3. All endorsements and coverages are included according to the requirements of this Agreement
  - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

**V. Commercial General Liability requirements:**

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

**VI. Business Automobile Liability requirements:**

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**VII. Workers' Compensation Insurance requirements:**

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage

agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**VIII. Professional Liability requirements:**

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.



**EXHIBIT D**  
**CERTIFICATES OF INSURANCE**



# Estimate

Date	Estimate #
7/20/2020	3592

<b>Name / Address</b>
City of Georgetown Purchasing Department PO Box 409 300-1 Industrial Avenue Georgetown, TX 78627

		Rep	Project	
Thank you for the opportunity!		MJM	City of Georgetown 2020	
Item	Description	Qty	Rate	Total
Product Lease Opt...	Lease of lights in 48 trees - total lights = 414,000	1	25,752.94	25,752.94
Product Lease Opt...	Buyboard 15% Discount	1	-3,862.94	-3,862.94
Labor Only	48 Trees: 414,000 total lights (Installation/Removal Labor Only)	972	45.00	43,740.00
Labor Only	City Owned Wreath - 67 Total (Installation/Removal Labor Only)	89	45.00	4,005.00
Labor Only	City Owned 18' Frame Tree (Installation/Removal Labor Only)	31	45.00	1,395.00
Product Purchase	Purchase of new C9 Lights for Roofline		14,117.65	14,117.65
Product Purchase	Buyboard 15% Discount	1	-2,117.65	-2,117.65
Labor Only	Labor to install Roofline Lights	200	45.00	9,000.00
*** BUYBOARD VENDOR #562-18 ***				

\*\*\*Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. \*\*\*Customer agrees to pay DecorIQ in accordance with the rates and terms set out in the Estimate. Any amount not paid, is subject to a late charge of 1.5% per month (18% per annum). Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance. \*\*\*Damage or missing items that are leased will be charged at full retail replacement cost. \*\*\*DecorIQ will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at \$60 per man hour plus materials.

<b>Subtotal</b>	\$92,030.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$92,030.00

Signature \_\_\_\_\_



# Estimate

Date	Estimate #
7/20/2020	3593

<b>Name / Address</b>
City of Georgetown Purchasing Department PO Box 409 300-1 Industrial Avenue Georgetown, TX 78627

		Rep	Project	
Thank you for the opportunity!		MJM	City of Georgetown 2020	
Item	Description	Qty	Rate	Total
Product Lease Opt...	6 EXISTING TREES AROUND COURTHOUSE			
Product Lease Opt...	Lease of lights in 6 trees (Approx. 80k lights)	1	4,976.41	4,976.41
Labor Only	Buyboard 15% Discount	1	-746.46	-746.46
	Installation/removal of lights wrapped on main branches of 6 existing trees around Courthouse (Approx. 80k lights)	127	45.00	5,715.00
	***BUYBOARD VENDOR #562-18***			

\*\*\*Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. \*\*\*Customer agrees to pay DecorIQ in accordance with the rates and terms set out in the Estimate. Any amount not paid, is subject to a late charge of 1.5% per month (18% per annum). Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance. \*\*\*Damage or missing items that are leased will be charged at full retail replacement cost. \*\*\*DecorIQ will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at \$60 per man hour plus materials.

<b>Subtotal</b>	\$9,944.95
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$9,944.95

Signature \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmier Rd. Suite 100 Killeen TX 76541	<b>CONTACT NAME:</b> Amber Garza CIC CISR <b>PHONE (A/C, No, Ext):</b> (254) 699-7100 <b>E-MAIL ADDRESS:</b> a.garza@bkcw.com <b>FAX (A/C, No):</b> (254) 699-6680
<b>INSURED</b> Decor IQ, LLC; 360 Enterprises, LLC. 25014 Kiowa Creek San Antonio TX 78255	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EMCASCO Insurance Company <b>INSURER B:</b> Employers Mutual Casualty Company <b>INSURER C:</b> Texas Mutual Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL19103026146**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D95546	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5E95546	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			5J95546	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001276085	09/19/2019	09/19/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Georgetown Purchasing Department PO Box 409 300-1 Industrial Ave Georgetown TX 78627	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action to approve a Transportation Grant for Altrusa International District Nine Conference April 15 – 18, 2021 – Cari Miller, Tourism Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

Hotel Occupancy Tax

**SUBMITTED BY:**

Cari Miller, Tourism Manager

**ATTACHMENTS:**

Description		Type
☐ Transportation Grant Application		Backup Material



## Grant Application Form

### Section 1: General Information

Altrusa International District 9 Texas Chapter

Event/Meeting Name

Altrusa International District Nine  
Organization Name

4116 Sunflower Ln Temple TX 76502  
Organization Address City State Zip

Linda Moore (254) 718-1933 moorelindac@yahoo.com  
Contact Name Contact Phone Contact Email

4/15/2021 – 4/18/2021 Georgetown  
Event Dates Event Location/City

### Section 2: Event Information/Classification

\$2,500 250 130  
Total Dollar Amount Requested Projected Attendance Projected Hotel Rooms/Peak

### Section 3: Event Description

District Event for Altrusa International. Fundraiser, Election, Installation of New Board Members ceremony, and general information

### Section 4: Transportation Description

Contact will use grant to provide transportation to local Georgetown restaurants for meeting attendees

## Section 5: Reporting

*Reports from hotel(s) must be submitted to the Georgetown Convention & Visitors Bureau no later than 15 working days after the event. These reports are subject to audit. Your final report must include actual hotel rooms consumed, estimated hotel tax collected, likelihood of return, and any other pertinent information.*

Organization / Event Name: \_\_\_\_\_

**Please provide supporting narrative below:**

## SECTION 6: CERTIFICATION

I certify that the information contained in this grant application is complete and accurate, and that it fully discloses the scope and intent of my request for funding from the Georgetown Convention & Visitors Bureau Grant Program.

I agree to comply with the Georgetown CVB's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds.

I acknowledge that, if expenditure of funds is approved, such approval will be for transportation expenditures which must be adhered to within the maximum approved amount.

This application is made for the sole purpose of receiving grant funding under the Georgetown CVB Pilot Program.

The information contained in this grant application is true to the best of my knowledge and belief. I understand that it is unlawful for a person to willfully and knowingly make or cause to be made, or assist, conspire with or urge another to make or cause to be made, any false, fraudulent or misleading oral or written statement to obtain grant funds as provided by this program.

I accept and agree to be bound by the terms and conditions of this grant program as administered by the Georgetown CVB in compliance with current federal, state and local laws.

Kristin Sisk-McAllister

Applicant Name

Catering Sales Executive

Title

Sheraton Austin Georgetown Hotel & Conference Center

Hotel Property

Altrusa International District Nine

Organization / Event requesting Transportation Grant



Signature

7/3/2020

Date



## Section 7: Grant Evaluation Criteria

*The following criteria will be used to establish a priority for the awarding of grants. In the space provided, please type your answer to each question. Be as brief as possible.*

- Why is this piece of business important to your hotel? Provide any other reasons why you are seeking grant funding for this business. (e.g. slow season, good peak, possible return in rotation cycle for future business, etc.) Due to the worldwide pandemic, the hotel is experiencing a drastic reduction in group business. Building new relationships with groups requiring guest rooms is pertinent to the hotel's survival.
- How many total overnight stays will be generated from this meeting or event? 300 room nights
- What other area(s) and/or hotel(s) are competing for this business? None. Group has already signed contract.
- Identify the amount of room revenue, as well as any other revenues generated. (e.g. food & beverage, free dining night out, rentals, etc.)  
Sleeping room revenue: \$41,700  
Food & beverage revenue: \$35,000
- What concessions, discount assistance have you already offered? Specify in-kind or dollar amount.  
One complimentary suite upgrade  
One complimentary room night per forty actualized at the group rate or higher  
Waived meeting room rental fees

<u>100</u>	<u>\$139</u>	<u>\$41,700</u>
Room Block per Day	Room Rate	Room Revenue

Organization / Event Name: Altrusa International District Nine

*Please attach supporting documentation, including a Request for Proposal (RFP), area proposals, competition, etc. All applications will be evaluated by the Georgetown CVB. Once submitted, the awarding of a grant will be communicated to the property.*

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action regarding the Transportation Grant Program - Cari Miller, Tourism Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Discussion and possible action regarding advertising and media exposure and dates of upcoming events-  
Cari Miller, Tourism Manager

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager

City of Georgetown, Texas  
Convention and Visitors Bureau  
August 13, 2020

**SUBJECT:**

Adjournment

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Cari Miller, Tourism Manager