

# CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



<b>Agenda Date:</b>	November 15, 2021
<b>Action Required:</b>	Approval of Ordinance
<b>Presenter:</b>	Chris Engel, Director of Economic Development and CACVB Board member Councilor Hill, City Councilor and CACVB Board member Mayor Walker, Mayor and CACVB Board member
<b>Staff Contacts:</b>	Chris Engel, Director of Economic Development and CACVB Board member Lisa Robertson, City Attorney
<b>Title:</b>	<b>Second Amendment to Charlottesville-Albemarle Convention and Visitors' Bureau Operating Agreement</b>

## **Background:**

The City of Charlottesville and the County of Albemarle have jointly funded and undertaken the operation of a convention and visitors' bureau for many years and, mostly recently, pursuant to the agreement approved by the parties and effective as of July 1, 2018.

## **Discussion:**

Following consistent feedback from the hospitality community that the board lacked sufficient representation from the hospitality industry and a CACVB board task force analysis, the current board membership unanimously recommends that additional changes to the composition of the board would be beneficial. These changes are indicated in the highlighted version of the agreement herein.

In summary, as proposed, the voting members of the CACVB board would total 15 members and include two elected officials, two local government staff, a representative from the University of Virginia, a representative of the Thomas Jefferson Foundation, a representative from the Chamber of Commerce, two accommodations representatives, two representatives from the local tourism industry, two representatives from the local food and beverage industry, a representative from the arts community and a representative from the recreation community. The Executive Director of the organization would remain a non-voting member of the board.

The County Board of Supervisors is also considering approval of this amendment to the agreement.

## **Community Engagement:**

Members of the public as well as state and local organizations associated with tourism and hospitality have provided significant input on this matter. The CACVB board itself, which in part represents the community, has discussed at length and is fully supportive of the recommended changes.

## **Budgetary Impact:**

There is no impact to the City budget as a result of this amendment.

**Recommendation:**

Approval of the ordinance.

**Alternatives:**

No recommendation.

**Attachments:**

Draft of Amended Agreement  
Ordinance

## SECOND AMENDED AGREEMENT TO OPERATE A JOINT CONVENTION AND VISITORS' BUREAU

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

### RECITALS

- R-1** The County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2** The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3** The County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4** The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.
- R-5** The County and the City value the importance of diversity, equity, inclusion, and fostering a welcoming place of belonging through the Charlottesville Albemarle Convention and Visitors' Bureau.

### STATEMENT OF AGREEMENT

The County and the City agree to the following:

**1. Convention and Visitors' Bureau Established and Authorized.**

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

**2. Purpose of the CACVB.**

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

**3. Organization of the CACVB.**

The CACVB shall be organized to have an Executive Board, an Executive Director, and staff serving the CACVB.

**A. Executive Board.** An Executive Board is hereby established, and its composition and powers and duties are as follows:

**1. Composition.** The Executive Board shall be composed of the following fifteen voting members:

**a. One member of the County Board of Supervisors.**

- b. One member of the Charlottesville City Council.
  - c. One accommodations representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
  - d. One accommodations representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
  - e. The County Director of Economic Development or designee.
  - f. The City Director of Economic Development or designee.
  - g. The Executive Vice President and Chief Executive Officer of the University of Virginia or designee.
  - h. One tourism industry organization representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
  - i. One tourism industry organization representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
  - j. One food or beverage representative appointed by the County Board of Supervisors as provided in Section 3(A)(2)(b).
  - k. One food or beverage representative appointed by the Charlottesville City Council as provided in Section 3(A)(2)(b).
  - l. One representative of the arts community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
  - m. One representative of the recreation community jointly appointed by designated members of the County Board of Supervisors and the Charlottesville City Council as provided in Section 3(A)(2)(c).
  - n. The President or Chief Executive Officer of the Charlottesville Regional Chamber of Commerce or designee.
  - o. The President or Chief Executive Officer of the Thomas Jefferson Foundation or designee.
2. **Appointments to the Executive Board.** Appointments to the Executive Board shall be made as follows:
- a. **Appointment of Members of the County Board of Supervisors and the Charlottesville City Council: Alternates.** The members of the County Board of Supervisors and the Charlottesville City Council who serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointees cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
  - b. **Appointment of Representatives of Accommodations, Food or Beverage and Tourism Industry Organizations: Term.** The tourism industry representatives identified in Sections 3(A)(1) shall be appointed by a majority vote of the members of the County Board of Supervisors or the Charlottesville City Council, respectively, present and voting. Each appointment shall be for a two-year term **beginning January 1**; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
  - c. **Appointment of Representatives of the Arts and Recreation Communities: Term.** The arts and recreation community representatives identified in Sections 3(A)(1) shall be made by a majority of the four members of the County Board of Supervisors and the Charlottesville City Council appointed to the Executive Board. Each appointment shall be for a two-year term **beginning January 1**; no person serving under this appointment may be appointed to more than four

consecutive two-year terms, exclusive of time served in the unexpired term of another.

3. **Powers and Duties of the Executive Board.** The Executive Board shall:

- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
  - b. **Adopt By-Laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
  - c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
  - d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs and establish performance measures and indicators.
  - e. **Hold Meetings: Quorum: Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Eight voting members of the Executive Board physically present at the meeting constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
  - f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.
  - g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
  - h. **Appoint the Executive Director: Performance: Termination.** Appoint the Executive Director, who shall serve at the pleasure of the Executive Board and evaluate the Executive Director's performance each year.
  - i. **Offices.** Provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
  - j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.
4. **Attendance.** Members of the Executive Board or their designees are expected to attend all regular meetings of the Executive Board. The Executive Board may request the County Board of Supervisors or the Charlottesville City Council, as the case may be, to replace any Executive Board Member appointed by that body, or the designated members thereof, to replace any Member who is absent, or whose designee is absent, from more than three regular meetings during a calendar year.

B. **Executive Director.** The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:

1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:

- a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A.** incorporated by reference herein.
  - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
2. **Budgeting.** Recommend an annual budget to the Executive Board.
  3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Board, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and services in compliance with the County's procurement laws and procedures or may delegate procurement responsibilities to the County's purchasing agent. As an exception to the County's procurement laws and procedures, the Executive Director or the County's purchasing agent, if delegated procurement responsibilities under this section, may contract for or purchase alcoholic beverages for tourism-related promotional and appreciation events and familiarization tours with the advance written approval of (i) the Executive Board or (ii) the County Executive or (iii) the County Director of Finance/Chief Financial Officer.
  4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
  5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
  6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.
4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in

the tax rate for the Transient Occupancy Tax.

- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.
- D. **Budget.** The budget prepared and recommended by the Executive Director shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Fund Balance.** The CACVB may retain a year-end fund balance not to exceed 25% of the CACVB's annual operating budget, calculated as an average of the past five years' operating budgets. The Executive Board will, after each fiscal year audit, return to each Participant its share of the fund balance in excess of that 25%. The return of excess funds to each Participant will be prorated using the allocation formula. The Executive Board may vote to request alternative uses for the excess fund balance, subject to the approval of the Participants.
- F. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- G. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.

5. **Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**

The CACVB shall expend revenues and use its funds, goods, and services only as follows:

- A. **Purposes for Which Tax Revenues May Be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. **Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.

6. **Duration of this Agreement: Termination.**

This Agreement shall be effective as of October 2, 2019, and remain in effect until it is terminated by the Parties, or either of them, as follows:

- A. **Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. **Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. **Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this

Agreement shall automatically terminate at the end of the then-current fiscal year.



7. **Performance.**

The performance of the CACVB shall be measured as follows:

- A. **Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
1. **Return on Investment.** Meet a return-on-investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
  2. **Performance Measures.** Measure performance using the specific measures in Attachment A.
  3. **Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. **Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.
- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. **Fiscal Agent Designation; Services.**

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.

a.

2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

9. **Disposition of Property Upon Termination or Partial Termination.**

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

10. **Liability.**

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

11. **Miscellaneous.**

- A. **Ownership of Materials; Copyright; Use.** Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:

1. **Ownership.** The materials are jointly owned by the County and the City.
2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.
3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.

- B. **Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.

- C. **Assignment.** The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.

- D. **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.

- E. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.

F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.

**IN WITNESS WHEREOF**, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

## **Attachment A**

### **A. Services**

The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
  - a. Assistance in promoting attendance.
  - b. Visitors guides and appropriate literature.
  - c. Shuttle bus coordination.
  - d. Attraction and itinerary scheduling.
  - e. Dining and restaurant scheduling.
  - f. Bonded registration.
  - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel / trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
  - a. The CACVB shall provide to the Parties an annual marketing/ operational plan ("Marketing Plan") submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
  - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB's performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.
  - c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual

report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.

- d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

**B. Calculating "Direct Visitor Expenditures"**

The term "direct visitor expenditures" shall refer to the following sum:

**Group Room Revenue**

*[(Group Room Nights Booked) x (ADR\*)]*

plus

*[(# of delegates/visitors) x (# days spent in City/ County) x (ADE\*\*)]*

**\$**

**Leisure Inquiries (consumer and trade)**

*[(room nights generated) x (ADR\*)]*

plus

*(# of visitors) x (# days spent in City/County) x (ADE\*\*)]*

\$ \_\_\_\_\_

**Direct Visitor Expenditures**

\$ \_\_\_\_\_

**Off Season Adjustment**

Add 20% to direct expenditures in off-season (off-season shall be November, December, January and February of each year).

\$ \_\_\_\_\_

**Total Direct Visitor Expenditures**

\$ \_\_\_\_\_

\***ADR** = Average Daily Rate (calculated annually by CACVB based on research)

\*\***ADE**= Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

## C. Performance Measures

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within paragraph A, above:

<b>Performance Measures</b>	<b>Tracking Mechanisms</b>	<b>Target</b>
1. ROI (total direct expenditures ÷ \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan  Supported by research/rationale
3. Group tour definite bookings	CACVB tracking	Determined by CACVB via marketing plan
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	Supported by research/rationale
5. Destination awareness (trade and consumer)	Contract with outside resource	
6. Coop Resources Raised (in kind, marketing, alliances)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB
8. Overhead expenditures*	CACVB budget	Reduce by 5% annually toward goal of <30% of total budget

*\*calculations include Finance and Administration divisions plus support costs for the Executive division*

## D. Performance Indicators

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

### **Performance Indicators**

### **Tracking Mechanisms**

1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records

**AN ORDINANCE TO AMEND THE AGREEMENT  
TO OPERATE A JOINT CONVENTION AND VISITORS'  
BUREAU**

**WHEREAS**, the City of Charlottesville (hereinafter "City") and Albemarle County (hereinafter "County") adopted, by ordinance, an Agreement to Operate a Joint Convention and Visitors' Bureau (hereinafter "Agreement") on June 18, 2018; and

**WHEREAS**, the City and County desire to amend the Agreement by adjusting the composition of the Charlottesville-Albemarle Convention and Visitors' Bureau (hereinafter "CACVB") Executive Board; and

**WHEREAS**, the City and County further desire to amend the Agreement by placing a limitation on the amount of the end-of-year fund balance that may be maintained.

**NOW, THEREFORE, BE IT ORDAINED THAT** pursuant to Virginia Code Section 15.2-1300, the Agreement is amended as described above and as further detailed in the amendments attached hereto as Exhibit A; and

**BE IT FURTHER ORDAINED THAT** the City Manager is hereby authorized to execute the Agreement on behalf of the City, after the City Attorney approves the Agreement as to form.

This ordinance shall be effective immediately.