

Memorandum of Agreement

1. This memorandum of agreement is entered into this ____ day of _____, 2012, between the Humboldt Lodging Alliance (HLA), a California nonprofit mutual benefit corporation, and the Humboldt County Convention & Visitors Bureau (HCCVB), a California nonprofit mutual benefit corporation, the official destination marketing organization for Humboldt County, for the provision of administrative, management and marketing services by HCCVB on behalf of HLA.
2. HLA agrees to retain the services of HCCVB, and HCCVB agrees to provide to HLA all the services outlined in the attached Scope of Work, Appendix 1 of this agreement, as sole agent for the implementation of the Management District Plan of the Humboldt County Tourism Business Improvement District, for which HLA is the identified management entity.
3. HLA agrees to secure written approval from the County of Humboldt for HCCVB to serve as HLA's subcontractor, under article 12 of HLA's Agreement for Services with the County of Humboldt.
4. In concordance with article 13 of the above referenced Agreement, HCCVB undertakes to represent HLA with full responsibility for acts, defaults and omissions, to comply with all the terms of the Agreement, and to exercise a high standard of care in fulfillment of the Management District Plan.
5. The term of this agreement shall coincide with the term of the Humboldt County Tourism Business Improvement District, beginning July 1, 2012 and ending June 30, 2017. The agreement may be extended thereafter by mutual consent of the parties.
6. As compensation for provision of services under this agreement, HCCVB shall receive five (5) percent of assessment revenues generated by the Humboldt County Tourism Business Improvement District, as specified in Section V, Service Plan and Budget, of the Management District Plan. HCCVB shall be responsible for all normal administrative and office costs, including outside fees, printing and postage, incurred in the implementation of this agreement. HCCVB shall secure HLA's approval before incurring any unusual administrative expenses not covered by this agreement.
7. In reference to HLA bylaws Article 5, Section 5, HLA shall reimburse HCCVB for all HLA and district formation costs incurred up until June 30, 2012, not to exceed \$40,000. This reimbursement shall be made during the 2012-2013 fiscal year.
8. This agreement memorializes the agency relationship between HLA and HCCVB, with all decisions of policy, funding allocation and approval of marketing expenditures to be made by HLA and its board and committees, while HCCVB's role is to implement the decisions made by HLA under the supervision and with the approval of the HLA board and executive committee.
9. HCCVB is an independent contractor, and nothing in this agreement shall create or imply an employment relationship between HLA and HCCVB or any of its employees, members or representatives.
10. HCCVB shall indemnify and hold harmless the board, officers and members of HLA from any claim or action arising from implementation of this agreement. HCCVB shall maintain a minimum of \$1 million in commercial liability insurance and shall add HLA as a covered name.

Approved by

Gary Stone, Chair, HLA

Date

Peter Kenyon, President, HCCVB

Date

Humboldt Lodging Alliance/Humboldt County Convention & Visitors Bureau

Memorandum of Agreement, Appendix 1

Scope of Work

A. Administrative Services

1. **Corporate**

HCCVB will provide all administrative services relative to maintenance of HLA as a corporate entity, including record keeping, annual registration with the California Department of Corporations, responses to Public Records Act requests, filings with the Internal Revenue Service and other duties as required.

2. **Board Governance**

HCCVB will develop agendas for board and committee meetings, notice and publicize meetings, cause minutes of meetings to be made, schedule venues for meetings, create and distribute board informational packets, make reports to the board, provide staff input at meetings, keep records of board and committee activities and deliberations, and work to ensure compliance with the Ralph M. Brown Act and the Public Records Act. Annually, HCCVB will work with the board to effect the election of new and returning board members, including preparation and mailing of ballots to HLA membership, coordination of ballot counting by the board or committees, etc.

3. **Finances**

HCCVB will cause monthly financial statements to be created and will provide oversight to ensure accuracy of the statements; will manage bookkeeping, accounting and tax return services with an outside vendor; will order checks to disburse funds per the board's direction; will set up bank account(s) with board officer signatories and review bank statements; will coordinate bank deposits of funds from all sources, and will facilitate all financial reviews or audits as required.

4. **Communications**

HCCVB will develop and implement a regular communications program for all HLA assessed businesses to keep them informed of HLA activities, marketing opportunities and results; will maintain the HLA website (www.humboldtlodging.com) with current meeting information, minutes and reports; and plan, coordinate and publicize annual member events as directed by the HLA board.

5. **Contracts**

HCCVB will represent HLA in all contractual matters, ensuring that all HLA obligations and responsibilities are met, and that all funds and other consideration due to HLA are received. This item in particular references the HLA/County of Humboldt operational agreement and the HCTBID Management District Plan, and all future agreements, contracts, MOUs and MOAs that HLA enters into.

6. **Reports**

HCCVB will prepare and publish reports of HLA and joint HLA/HCCVB programs and results, including an annual report to the County of Humboldt as required by the County operational agreement. Reports shall be distributed to HLA assessed businesses, local governments, the media and tourism stakeholders.

7. **Assessed Business Support**

HCCVB will serve as a resource to HCTBID assessed businesses, to answer questions and resolve issues surrounding the assessment, and to liaise between HLA, assessed businesses and local government to assure the proper collection and submittal of the HCTBID assessment.

B. Marketing Services

1. Marketing Planning

HCCVB will work with the HLA board and executive committee to develop the HLA marketing plan; will provide research to support marketing decisions; will diligently gather input from HLA board and membership on marketing ideas and strategies; and will present tourism marketing plans to the HLA for approval.

2. Marketing Implementation

HCCVB will carry out and implement approved marketing plans; will enter into contracts for advertising and other marketing expenses, will coordinate and develop creative elements of marketing campaigns; pay vendors; schedule campaigns; create and publish tourism marketing materials both in print and online, and complete all other marketing tasks as required.

3. Marketing Evaluation

HCCVB will make every effort to track results and calculate return on investment (ROI) for all HLA and joint HLA/HCCVB marketing programs. This includes the use of custom landing pages to track website traffic sources, HLA member partnerships for coupons and special offers, targeted market research, etc.

4. Community Funding Program

HCCVB will manage the implementation of the HLA Community Funding program, including: drafting and recommending program policy; developing application procedures and materials; publicizing the program to community organizations; receiving proposals and forwarding them to the appropriate board subcommittees; providing feedback and technical assistance to community organizations; facilitating funding of approved projects; tracking available funds in each community and reporting same to the HLA board; and publicizing results of community funding projects and partnerships.

5. Other Services

As the agent for the Humboldt Lodging Alliance, HCCVB will perform all other services required for the implementation of the Management District Plan.