

PURPOSE/COMMITMENT

- Secure paid professional services for the Owner's Association.
- Visit Visalia represents the Convention and Tourism Brand for both the Visalia Convention and Visitors Bureau the "BUREAU" and the Visalia Tourism Marketing District "VTMD".
- To fulfill the regulatory compliance of the VTMD Owner's Association

SERVICES TO BE PREFORMED BY THE BUREAU

1. Conduct tourism promotion activities as outlined in the "Tourism Function" section and in adherence with the VTMD Management Plan.
2. Develop and implement an annual tourism marketing plan, approved by the VTMD.
3. Develop the BUREAU's annual budget, in compliance with the VTMD Management Plan.
 - A. Changes greater than \$5,000 annually, of TMD Funding, requires VTMD Board approval.
4. Provide an annual accounting to the VTMD as required by the Management District Plan.
5. Maintain a comprehensive tourism website based on industry best practices for promoting Visalia as a destination location. From time to time the website will require a refresh. Current standards are every 3 years.

6. The BUREAU will provide administrative and operational support in compliance with the needs of the VTMD, including;
 - a. Maintaining the Visitor Center
 - b. VTMD Board of Director meeting support
 - c. Banking & Accounting/Bookkeeping Oversight
 - d. Maintaining the VTMD Business Documents including contracts, invoicing and receipts.
 - e. Execute approved contracts, funded in whole or in part by the VTMD, in compliance with the Visalia Convention and Visitors Bureau Bylaws.
 - f. Manage contracts including Scope of Work and deliverables, making real time campaign adjustments to deliver the highest return on investment.
 - g. Act as official custodian of the VTMD's tourism related documents and files, retain such records in accordance with regulatory policy and respond to request for public information related to said documents and files.

LOCATION AND ADMINISTRATION OF THE VISITORS CENTER

1. The location of the Visitor Center (Visit Visalia Office) must be approved by the VTMD.
2. Office Lease will be in the name of the BUREAU.
3. The BUREAU office staff and volunteers will be available to conduct the business of tourism and conventions at least forty (40) hours per week during normal business hours at the principal office.
4. THE BUREAU is responsible for the timely payment of the lease and insurance.
5. The BUREAU is responsible for staffing the Visitor Center:
 - a. Purchase, install and maintain furniture and equipment (including telephones and computer systems) and provide staff with appropriate technology and other resources sufficient to complete assigned work.

b. Purchase and maintain in effect, appropriate insurances including but not limited to general liability, workers' compensation, and/or property/casualty and Board of Director Liability. A copy of these Certificates of Insurance shall be provided to the VTMD annually.

PERSONNEL AND PROFESSIONAL SERVICES

The BUREAU AGREES TO:

1. Employ staff as needs dictate and the budget allows.
 - a. The BUREAU is solely responsible for and obligated to pay directly all applicable payroll taxes or contributions for unemployment insurance, pensions or annuities imposed by any governmental entity in connection with labor used, wages, salaries or other remuneration paid to employees.
 - b. The BUREAU will comply with all applicable federal and state Workers' Compensation and liability laws and regulations.
2. Abide by ethical standards in its employment practices. This includes, but is not limited to, the prohibition of hiring an Executive Director who has an equity interest in any business that benefits or could benefit from the activities of the BUREAU.
3. Implement and maintain a payroll program and benefits package meeting applicable state and federal reporting requirements.
4. Develop and administer, as needed, personnel policies, including hiring, employee leave and grievance policies.
5. All BUREAU executive committee members must be present when considering the appointment of the Visit Visalia Executive Director.
6. Any changes to the Tourism Marketing Agency of Record must be approved by the VTMD.
7. Employ legal services to advise the BUREAU as needed.

TOURISM FUNCTIONS

The Visit Visalia Office of Tourism, as part of the BUREAU, shall provide services in the following areas of expertise:

1. Marketing (includes development of digital and print advertisements, tourism packages, visitor guides, event brochures, cycling guides, water and trail maps, agritourism guides, etc.)
2. Public relations (includes work with travel writers, radio broadcasters, newspaper reporters, and membership in appropriate organizations.
3. Electronic media (involves creation of a newsletter, website, social media presence and digital marketing, etc.)
4. Group tours (involves creating the tours, advertising tours, providing county profiles, and background information, etc.)
5. Product development aligned with tourism best practices.
6. Partnerships (leveraging limited resources by working with other counties, regional organizations, state and national entities, etc.)
7. Related responsibilities:
 - a. Maintain membership in the Destination Marketing Organization of the State.
 - b. Assume leadership roles in important specific regional, state and federal networks and byways benefiting the tourism goals.

VTMD AGREES TO:

1. Meeting the obligations of the Owner's Association in compliance with the agreement with the CITY, including their non-profit status and Board of Directors.
2. Independently retain a qualified bookkeeping service.
3. VTMD will retain the responsibility of the required annual filings of the not-for-profit organization.
4. VTMD agrees to subcontract with the BUREAU for the services identified in this MOU in compliance with Section 24 Item B of the VTMD agreement with the CITY.
 - A. "Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the City. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors."

FUNDING

1. VTMD will pay the BUREAU monthly for subcontracting services outlined by this MOU and provided by the BUREAU., based on the regulated and approved funding formula not to exceed: Administration/Operations: 15%, Destination Development: 10%, Sales & Marketing: 69%.
2. VTMD, following the VTMD Management Plan page 6, "Each assessment budget category includes all costs related to providing that service." The staffing levels necessary to provide the services will be determined within the BUREAU's approved annual budget.
3. VTMD will remit payment for services monthly. TMD will pay to the BUREAU 95% of the funds received following the distribution of VTMD Assessment Funds from the City of Visalia. ~~(For example: January Assessments are collected in February and released to VTMD in March, payment to the BUREAU will be within the following 30 days.)~~
4. The BUREAU will provide actual and year-to-date financial reporting monthly, and upon request.

MISCELLANEOUS

1. Additional Conditions. The BUREAU agrees to accept such additional conditions imposed by the CITY governing the use of funds or performance of services under this MOU as required by federal, State, or local law. Such additional conditions shall not become effective until The BUREAU has been notified in writing.
2. Conflicts of Interest. The governance and operation of the BUREAU, as evidenced in its Articles of Incorporation and/or Bylaws, shall embrace a philosophy that all business dealings reflect the highest ethical standards and irreproachable personal integrity. For example, on any matter before the governing body of the BUREAU or committees of the BUREAU, all Directors are obligated to disclose any conflict of interest prior to discussion of any matter so

affected. Such Director will abstain from voting if such Director or the Board deems a conflict of interest exists.

TERM & TERMINATION

1. This Memorandum of Understand (MOU) remains in effect for 3 Years.
2. Either party may terminate the MOU, for cause, with 90 days written notice.
3. Upon termination, by either party, both the BUREAU and the VTMD will fulfill existing contracts for services as funded within the BUREAU's approved current annual budget.