

**THIRD AMENDMENT TO AGREEMENT FOR
ADVERTISING AND PROMOTING HUMBOLDT COUNTY
BY AND BETWEEN COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY VISITORS' BUREAU
FOR FISCAL YEARS 2016-2017 THROUGH 2020-21**

This third Amendment to the Agreement for Advertising and Promoting Humboldt County dated July 5, 2016 ("Promotion Agreement"), as amended July 18th, 2018, and again on June 25, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt County Convention and Visitors Bureau, a nonprofit corporation, hereinafter referred to as "CONTRACTOR," is entered into this 10th day of Aug., 2021.

WHEREAS, COUNTY, by and through its County Administrative Office, desire to make known to the national and international public the resources and advantages of Humboldt County through programs of advertising and promotion; and

WHEREAS the COUNTY recognizes tourism as an essential part of the region's basic economic foundation and recognizes that supporting robust travel and tourism into the county will be essential for post COVID recovery; and

WHEREAS the Promotion Agreement terminates on June 30th, 2021; and

WHEREAS the parties mutually desire to amend certain provisions of the Promotion Agreement and extend its term with this Third Amendment.

NOW THEREFORE, the parties mutually agree as follows:

1. The name of CONTRACTOR shall be amended from "Humboldt County Convention & Visitors Bureau" to "Humboldt County Convention and Visitors Bureau dba The Humboldt County Visitors Bureau." CONTRACTOR remains the same nonprofit corporation.
2. Section 1 of the Agreement, "Term of Agreement", is amended to read:

Term of Agreement.

The term of the Agreement shall commence July 1, 2016, and continue through June 30th, 2024, unless terminated earlier as provided herein.

3. Section 17 of the Agreement, "Relationship of Parties", is hereby amended to read:

Relationship of Parties.

CONTRACTOR is an independent contractor with respect to all matters set forth in this Agreement. This Agreement is not intended and shall not be construed to create the relationship of servant, employee, or joint venture between CONTRACTOR and COUNTY. During the term of this Agreement CONTRACTOR shall serve as the COUNTY's Designated Marketing & Management Organization (DMMO) and shall act as the COUNTY's spokesperson in activities and conversations regarding travel and tourism in the COUNTY.

4. Section 4 of the Agreement, "Compensation", shall be amended to read in its entirety:

Compensation.

Section 4 of the Agreement titled "Compensation" shall be amended to read, "For and in consideration of the services to be performed under this agreement, COUNTY agrees to allocate to CONTRACTOR, subject to annual approval of COUNTY's budget by the Board of Supervisors, a sum not to exceed eighteen percent (18%) of the Transient Occupancy Tax received by COUNTY in the fiscal year ended twelve months prior to the beginning of the fiscal year in which payment is made by the COUNTY, i.e. payments to CONTRACTOR during fiscal year 2013-14 shall be based on revenue received during fiscal year 2011-12. Payments to CONTRACTOR will be made in two equal payments each year, upon receipt of an invoice from CONTRACTOR, and shall be due and payable the first business day on the month immediately following the reconciliation of Transient Occupancy Tax receipts by the County's Treasurer Tax Collectors office."

5. The portion of this section concerning Minimum Revenue Guaranteed (MRG) expenditures for expenditures paid to airlines shall be struck from the Agreement:

~~COUNTY will reimburse CONTRACTOR for a portion of actual Minimum Revenue Guarantee (MRG) expenditures paid to an airline under a MRG agreement. Reimbursement will be based on the annual increase in Transient Occupancy Tax revenue above the base year (base year is the last full year prior to additional destinations being added). Any increased Transient Occupancy Tax received will be allocated to CONTRACTOR at a rate of 50 percent, up to a maximum of \$62,500 per year, and not to exceed \$125,000 over the entire two year period of the MRG.~~

6. Section 8 of the Agreement, "Annual Report", shall be amended to read:

Annual Report.

CONTRACTOR shall compile an annual report which includes a work plan and budget for the upcoming year as well as the manner in which CONTRACTOR has performed the services required by this Agreement during the preceding year. Such report shall identify specific activities carried out, expenditures, hours of operation, and other relevant information, and shall be presented by CONTRACTOR to the Board of Supervisors in open session in March of each year. In advance of this presentation, CONTRACTOR shall submit copies of the report to the Clerk of the Board of Supervisors and the County Administrative Officer. CONTRACTOR shall also provide COUNTY on a timely basis as specified by COUNTY any written reports and responses which COUNTY shall reasonably request. CONTRACTOR shall also submit an annual report to the COUNTY on the use of funds and marketing activities for Gateway Communities which have received payments under this agreement made to the Gateway Organizations.

7. Section 3 of the Agreement, "Services – General", shall be amended to read:

Services – General.

CONTRACTOR will seek national and international media coverage for the entire Humboldt County region. CONTRACTOR will develop a strategic vision to ensure that all regions throughout Humboldt County thrive in today's increasingly competitive tourism landscape. CONTRACTOR will act as facilitator and expeditor of a cohesive marketing strategy while preserving the unique character of each region and town to support all county tourism assets. Marketing and messaging will be targeted to special interest groups, and general, and will have state, national and international reach. To fulfill these objectives the CONTRACTOR shall provide the following services under this Agreement:

A. DIRECT CONSUMER SERVICES: (B2C)

Visitor Information

CONTRACTOR shall respond to all inquiries (phone, email website) for information from prospective visitors, individual and groups. This shall include general information, outdoor activities, points of interest, arts and cultural, historical attractions, visitor services (accommodations, restaurants, cafes etc.), festivals and events, and guided tours. CONTRACTOR shall also provide, upon request, relocation information packages.

1. Print Collateral

CONTRACTOR shall develop and provide the following printed materials and shall monitor and evaluate the effectiveness of distribution points of said materials in order to maximize exposure.

- Map & Guide: A full-color free guide with information regarding all regions of the County and its assets (see above). 250,000 will be printed and distributed throughout CA and Southern Oregon, mailed on request throughout the USA and Canada with a digital copy on the website.)
- 25 Great Things to Do and See: Printed in 50 sheet pad and distributed throughout County to Chambers of Commerce, Visitor Centers, hotels, airport and other locations as requested.
- Humboldt Adventure Guides: 12 individual adventure /experience opportunities distributed throughout County to Chambers of Commerce, Visitor Centers, hotels, airport and other locations as requested.

2. Digital / Social Media

CONTRACTOR Shall maintain an up-to-date website that promotes all regions of the County and its assets including community events of interest to visitors. This website shall be www.visitredwoods.com.

CONTRACTOR shall not alter or change the name of the website nor change availability of and public access to the website without permission of the COUNTY.

CONTRACTOR shall maintain a strong presence and activity on all social media platforms with regular postings on including but not limited to Facebook, Instagram, YouTube, and Twitter.

3. Out-of-County Marketing and Promotion Events

CONTRACTOR shall make reasonable effort as funding and staffing resources allow to attend relevant regional and geographical consumer trade shows to promote travel and

tourism into Humboldt County. Relevant consumer trade shows may include but are not limited to; Travel & Adventure Shows in major nearby markets such as Denver Colorado, Phoenix Arizona, Bay Area California, Los Angeles California, Portland Oregon, Seattle Washington, Sacramento California, etc.

CONTRACTOR shall maintain a database of parties interested in traveling or relocating to Humboldt County and shall respond to queries and correspondence from these parties.

4. Media

CONTRACTOR shall maintain and expand outreach to an ever-growing network of national and international media/reporters. CONTRACTOR shall propose and submit original stories, write content, organize visits, develop itineraries. Identify, engage and host influencers and bloggers/vloggers to connect with target markets. Host Fam Trips, editors, writers and journalists.

B. BUSINESS TO BUSINESS TOURISM PARTNERSHIPS

1. Tourism/Travel Trade Relations / Events

To reach state, national and international travel professionals, CONTRACTOR shall make reasonable effort as funding and staffing resources allow to participate in annual trade events to promote Humboldt as a premier destination for individuals, groups and conferences. Relevant trade events may include but are not limited to

- RTO Summit West (International / Asia/ Europe focus: Personal meetings with retail reps)
- Go West, (concentration on 14 Western States, focus tour buyers)
- IPW (Most important international travel event, personal appointments)
- Travel International Outlook Forum

2. Professional Partnerships

CONTRACTOR shall take a leadership role key county, state and national travel and tourism agencies to ensure Humboldt is a recognized destination and advocate for tourism as a vital function of rural economic development. CONTRACTOR shall maintain communication and relationships with the other COUNTY contractors whose services share a nexus with travel and tourism and other community partners such as the following stakeholders:

County: *(Including but not limited to)*

- Art and Culture Organizations
- Business Improvement Districts
- Chambers of Commerce
- College of the Redwoods
- Humboldt State University
- Humboldt Made
- Humboldt Artisans Group
- Humboldt County Growers Alliance
- Lodging and Restaurant Organizations

- Municipalities and city marketing partners such as Eddy Alexander
- Main Street Associations
- Prosperity Network
- Southern Humboldt Business and Visitors Bureau
- Tribal Governments
- Willow Creek Cannabis Alliance

State: *(Including but not limited to)*

- Bay Area Travel Writers
- California Adventure District
- CalTravel Cannabis Tourism Committee
- CalTravel Homeless Committee
- Destination Marketing Associates
- National Guild of Travel Writers
- North Coast Tourism Council
- UpStateCA / Shasta/Cascade Tourism Council
- Visit California (VCA)
- VCA Rural Counties Tourism Committee

C. RESEARCH & REPORTING

1. Research

CONTRACTOR will monitor the impact of marketing and promotion activity will use tourism/ travel data sources including but not limited to the following: STR report (lodging), AirBNB (vacation rental occupancy), GeoTracking, Google Analytics, etc.

2. Reporting.

In addition to the reporting requirement in this Agreement, CONTRACTOR shall include in its report to the COUNTY the following:

- Visitor Traffic Information
- Website Analytics
- Social Media / digital platform activity and investment performance
- Facebook, Instagram, YouTube, Twitter
- State, national and international media coverage (articles), reach and value
- Detailed description of media, influencer hosting and outcomes
- Number of groups and tours facilitated
- Income and Expense report

CONTRACTOR shall also provide an annual oral presentation to the COUNTY on up-to-date travel and tourism activities during a regularly scheduled Board of Supervisors meeting. CONTRACTOR will notify the COUNTY Clerk's office 21 days in advance of the meeting so the presentation may be placed on the agenda.

D. COUNTY STAKEHOLDERS AND ECONOMIC DEVELOPMENT

CONTRACTOR will coordinate efforts with the County of Humboldt Economic Development Division and will participate as a stakeholder in economic development discussions. CONTRACTOR will play an integral role in the formation and implementation of the COUNTY's Comprehensive Economic Development Strategies (CEDS) which relate

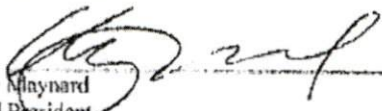
to travel, tourism, and the marketing county resources and assets.

E. MARKETING COORDINATION

CONTRACTOR will collaborate with other COUNTY marketing contractors, departments, stakeholders, officials, and community agencies to assist in the coordination of marketing, branding and promotional efforts which impact travel and tourism into the COUNTY.

In WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT COUNTY CONVENTION AND VISITORS' BUREAU DBA THE HUMBOLDT COUNTY VISITORS BUREAU

By: 
Libby Maynard
Board President

Date: 7/14/21

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 8/11/2021

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____