**MARKETING AND ADMINISTRATIVE SERVICES AGREEMENT**

 **This Marketing Services Agreement (“Agreement”) by and between the Mendocino County Promotional Alliance (“MCPA”) and Visit Mendocino County, Inc. (“VMC”) is entered into this day of , 2014.**

 **BACKGROUND –**

**The Board of Directors of MCPA passed a motion on November 25, 2008 delegating MCPA’s marketing activities to a newly formed 501(c)6 organization, “Visit Mendocino County, Inc”. This Agreement is intended to formalize this arrangement and outline the terms and conditions of the delegation.**

 **EFFECTIVE DATE –**

**This Agreement is effective on July 1, 2014 and will remain in effect for an initial term of one (1) year. After the expiration of the initial term, MCPA will have the option to continue the delegation for two (2) one (1) year extension terms under the same terms and conditions. MCPA must exercise such option to extend no less than thirty (30) days prior to the end of the initial or current extension term.**

 **MEMBERSHIP –**

**The Agreement is conditioned on VMC being composed of exactly ten (10) members, five (5) of whom shall be on the Board of Directors of MCPA and appointed to VMC by such Board. Of those five (5), one (1) shall represent Mendocino Winegrower’s Inc., one (1) shall represent the Chambers of Commerce, one (1) shall represent the Arts Council of Mendocino County, one (1) shall represent culinary/attractions and one (1) shall be a Board member who will represent a constituency other than wine, lodging, the Arts of the Chambers.**

 **DELIVERABLES –**

**VMC shall be responsible for developing, approving and implementing an Annual Marketing Plan for Mendocino County which shall be approved in concept by the MCPA Board. VMC will report to the MCPA Board quarterly with an outline of the activities undertaken during the previous quarter.**

**VMC shall be responsible for performing MCPA’s administrative functions. These include, but are not limited to, bookkeeping, internal website maintenance, annual retreat planning, quarterly reports to BOS and other deliverables as outlined in the Contract with Mendocino County, planning of Board and Committee meetings, any other correspondence or functions as directed by the MCPA Board of Directors during the tenure of this contract.**

 **FINANCIAL –**

**In consideration of the deliverables, the MCPA Board will dedicate $315,000 the funds received by MCPA as stated in the BID Annual Report from Mendocino County Business Improvement District matching funds to VMC for its marketing activities and administration. Monies will be paid to VMC quarterly to coincide with the disbursement of funds from the County. Should additional funds be collected and paid to MCPA, the MCPA Board has the discrepancy to either provide additional funds to VMC or keep the funds for MCPA’s own financial needs.**

 **TERMINATION –**

**If at any time during the initial or any extension term of this Agreement, the MCPA Board determines that VMC is not adequately fulfilling its responsibilities, the MCPA Board shall so notify VMC in writing that it is in potential breach of the Agreement. This notice must detail the specific reasons for its determination. VMC will then prepare, within ten (10) business days, a written detailed response to the Board of MCPA including any corrective measures it plans to take to cure any breach. If the MCPA Board is unsatisfied with the response and/or corrective measures, it may terminate this Agreement upon thirty (30) days written notice. Any funds which were committed for marketing activities such as ads prior to the termination will be paid but no new funds will be allocated to VMC.**

 **AMENDMENTS –**

**Any amendments to this Agreement must be in writing and executed by both parties.**

 **NOTICE –**

**Any written notices required by this Agreement shall be sent to the MCPA at 345 N Franklin Street, Fort Bragg, CA 95437. The effective date of any notice shall be three (3) days after the postmark date.**

 **CONFIDENTIALITY**

**This Agreement is confidential. Access shall be limited to MCPA and VMC Board members. Distribution to others will be limited to those with a need to know and shall be at the discretion of the Chair of either MCPA or the VMC.**

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**MCPA Chairperson Date**

**VMC Chairperson Date**