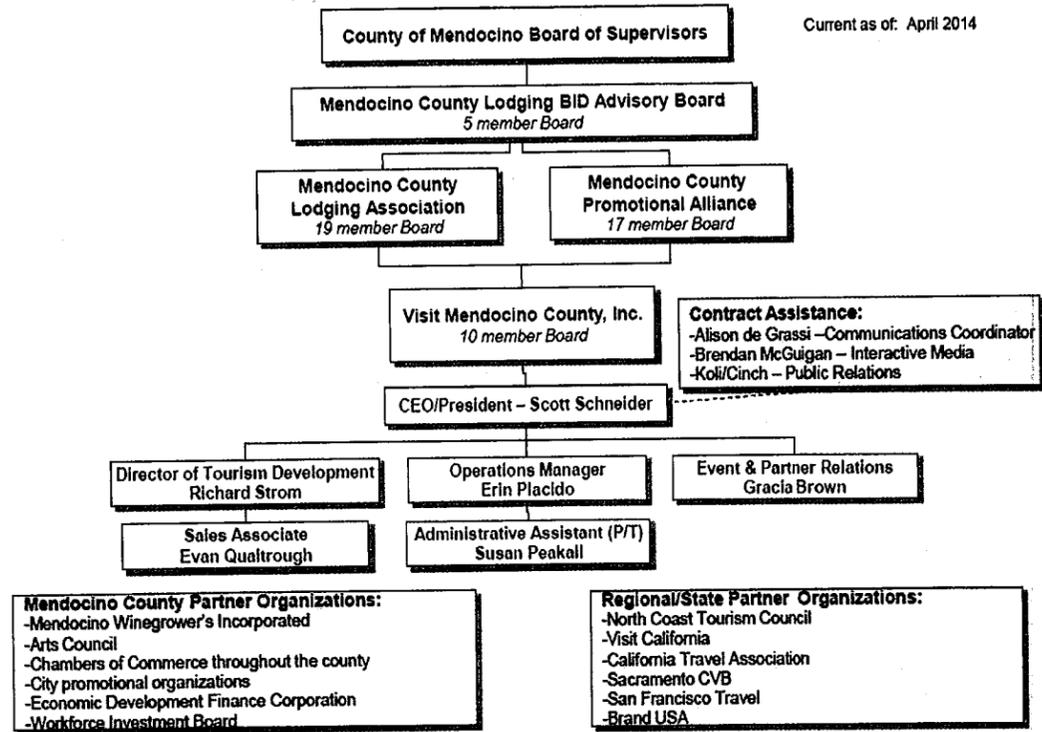


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Org Chart

Mendocino County Destination Marketing Organizational Chart



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Agenda & Minutes

AGENDAS & MINUTES

Board of Directors Agenda 5/4/16

No Meetings Held in March or April 2016

Board of Director's Agenda 2/10/16

No Meeting Held January 2016

No Meeting Held December 2015

Board of Director's Agenda 11/4/15

- Board of Director's Minutes 10/7/15
- Board of Director's Agenda ANNUAL MEETING 10/7/15

- Board of Director's Agenda 9/2/15
- Board of Director's Minutes 9/2/15

No meeting held August 2015

- Board of Director's Agenda 7/1/15
- Board of Director's Minutes 7/1/15

- Board of Director's Agenda 6/3/15
- Board of Director's Minutes 6/3/15

- Board of Director's Special Meeting Agenda 5/22/15
- Board of Director's Special Meeting Minutes 5/22/15

- Board of Director's Agenda 5/6/15
- Board of Directors Minutes 5/6/15

Board of Director's Agenda 4/1/15

Board of Director's Minutes 4/1/15

Board of Director's Agenda 3/4/15

Board of Director's Minutes 3/4/15

[Board of Director's Agenda 2/4/15](#)
[Board of Director's Minutes 2/4/15](#)

[Board of Director's Agenda 1/7/15](#)
[Board of Director's Minutes 1/7/15](#)

[Board of Director's Agenda 12/3/14](#)
[Board of Director's Minutes 12/3/14](#)

[Board of Directors Agenda 11/12/14](#)
[Board of Directors Minutes 11/12/14](#)

[Board of Directors Agenda 10/15/14](#)
[Board of Directors Minutes 10/15/14](#)

[Board of Directors Special Meeting Agenda 10/1/14](#)
[Board of Directors Special Meeting Minutes 10/1/14](#)

[Board of Directors Agenda 9/3/14](#)
[Board of Directors Minutes 9/3/14](#)

[Board of Directors Agenda 8/6/14](#)
[Board of Directors Minutes 8/6/14](#)

[Board of Directors Special Membership Meeting Agenda 7/14/14](#)
[Board of Directors Special Membership Meeting Minutes 7/14/14](#)

[Board of Directors Agenda 7/2/14](#)
[Board of Directors Minutes 7/2/14](#)

AGENDAS & MINUTES – FY 13/14

[Board of Directors Agenda 6/4/14](#)
[Board of Directors Agenda 6/4/14](#)

[Board of Directors Agenda 5/27/14](#)
[Board of Directors Minutes 5/27/14](#)

[Board of Directors Agenda 5/7/14 – \(Meeting Cancelled\)](#)

[Board of Directors Agenda 4/2/14](#)
[Board of Directors Minutes 4/2/14](#)

[Board of Directors Agenda 3/5/14](#)
[Board of Directors Minutes 3/5/14](#)

[Board of Directors Agenda 2/5/14](#)
[Board of Directors Minutes 2/5/14](#)

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List of Board Members**CURRENT OFFICERS**

- President: [John Dixon](#)
- Vice President: [Eric Cogdill](#)
- Secretary: Susie Plocher
- Treasurer: [Marcus Magdaleno](#)

North Coast:

- Open Seat, Fort Bragg
- John Dixon (Glendeven Inn, Little River, 2015)
- [Susie Plocher](#) (Sea Rock Bed & Breakfast, Mendocino, 2015)
- Ron Sieg North Coast At-Large, 2017)
- [Mike Roemmler](#) (Inn at Cobbler's Walk, Little River, 2016)
- [Roger Martin](#) (Agate Cove, Mendocino, 2016)
- [Mitch Hokanson](#) (Headlands Inn, North Coast At-Large, 2016)
- Open Seat Fort Bragg

South Coast:

- Open Seat Point Arena
- [Pia Walker](#) (South Coast at Large, 2017)
- Open Seat South Coast at Large,
- Open Seat South Coast at Large
- [Eric Cogdill](#) (Surf Motel, Gualala, 2016)

Inland Corridor:

- Open Seat Ukiah
- Open Seat Willits
- Open Seat Inland At-Large
- Open Seat Ukiah
- [Marjorie Ashoff](#) (Vichy Springs, Inland At-Large, 2016)
- [Marcus Magdaleno](#) (Boonville Hotel, Inland At-Large, 2016)

Open Seats: 9

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Board of Directors**Mendocino County Lodging Association Bylaws**

Approved December 2009

ARTICLE 1: NAME AND STATUS

The name of this organization shall be the MENDOCINO COUNTY LODGING ASSOCIATION, INC. ("MCLA"). It is incorporated as a non-profit corporation under the laws of the State of California. The organization shall observe all local, state, and national laws which apply to nonprofit organizations, as defined in Section 501 (c) (6) of the Internal Revenue Code.

ARTICLE 2: PURPOSE AND MISSION

MCLA's purpose is to provide a forum for its members to define and promote the general interests of the lodging industry in Mendocino County. MCLA's mission is to:

- Provide, support and communicate information about programs and services that advance the lodging industry in Mendocino County.
- Advocate for the promotion of the Mendocino County lodging industry by maintaining a County-wide Business Improvement District ("BID") and overseeing the disbursement of funds raised.
- Represent MCLA to other organizations, such as the Mendocino County Promotional Alliance, the Mendocino Winegrape and Wine Commission, local Chambers of Commerce, County and City elected officials.

ARTICLE 3: MEMBERSHIP

1. As of August 31, 2006, any lodging establishment in Mendocino County who pays Transient Occupancy Tax to the County of Mendocino or a city within Mendocino County is obligated to pay the BID Assessment (Mendocino County Ordinance Section #5.140), and therefore, is automatically a member of MCLA.
2. No dues or other assessments shall be required as a condition of MCLA membership as long as a County-wide BID exists.
3. A lodging establishment in MCLA is defined as being in "Good Standing" by being "current" with all BID and TOT payments. "Current" is defined as being not more than one month behind in paying all BID and TOT payments as required.
4. Privileges of membership in Good Standing include:
 - Eligible to serve on the Board of Directors
 - Eligible to serve on the various MCLA committees
 - Eligible to vote in elections
5. Each lodging establishment in "Good Standing" shall have one (1) vote.
 - The owner of each business will be the representative, unless the owner formally designates, in writing to MCLA, an employee to serve as representative. The business owner may change the representative at any time

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**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2014, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and MENDOCINO COUNTY LODGING ASSOCIATION, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, CONTRACTOR is designated in the ordinance ("Ordinance") creating the Mendocino County Lodging Business Improvement District ("District") as adopted pursuant to the Parking and Business Improvement Area Law of 1989, being section 36500 to 36551 of the California Streets and Highways Code ("BID Law") as the contractor to be given responsibility for carrying out the services, activities, and programs ("Services") of the District to promote tourism which will benefit the District funded by assessments from within the District and by other revenue sources; and

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Marketing Plan (provided as separate document)

The term of this Agreement shall be from July 1, 2014 through June 30, 2015.

CONTRACTOR shall receive all revenues by COUNTY from assessments made pursuant to the Ordinance, less reimbursements and fees authorized by the Ordinance.

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION/DISESTABLISHMENT:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time after the adoption of a resolution of intention to disestablish the District pursuant to BID Law by COUNTY and upon providing CONTRACTOR written notice or a copy of the adopted resolution of intention. In the event that the COUNTY should disestablish the District, the CONTRACTOR shall be entitled to retain District revenues only for paying the CONTRACTOR's current liabilities of the District. Pursuant to BID Law, CONTRACTOR shall refund to COUNTY any remaining District revenues or any revenues derived from the sale of assets acquired with District revenues to enable the distribution of the revenues back to the businesses who were levied the assessment. CONTRACTOR agrees that COUNTY has and reserves the right to deny the transfer of District revenues and/or suspend, terminate or abandon the execution of any work by the CONTRACTOR in accordance with Paragraph 25 ASSURANCE OF PERFORMANCE of this agreement or misfeasance, nonfeasance, or gross malfeasance, or criminal conduct as determined by a court of competent jurisdiction. Any retention of District revenues by CONTRACTOR shall comply with BID Law
20. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
21. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
22. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
24. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 29 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 30, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

31. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

32. BID ADVISORY BOARD: Section 5.140.210 of the Mendocino County Code states in part, "Members of the advisory board shall be selected and appointed by the Mendocino County Board of Supervisors from a list of nominees prepared by the Board of Directors of the Mendocino County Lodging Association." In accordance with this section, CONTRACTOR shall strive to provide at least two (2) advisory board nominees for every one (1) open seat on the board. Additionally, CONTRACTOR shall provide the County Executive Office names of all nominees to the BID Advisory Board, including those who have only received a nomination and second from CONTRACTOR's Board of Directors.

33. BID ANNUAL REPORT: Section 5.140.220 of the Mendocino County Code addresses the BID Annual Report. In addition to meeting statutory requirements, this Report shall include any information regarding the board activities of MCLA, MCPA, and VMC that were deemed by its members to be positive or negative outcomes of actions taken by

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

1. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
2. Contractor will provide and fund projects, programs and activities that benefit lodging establishments within the District. This includes the promotion of Mendocino County as an overnight tourism destination, the branding of Mendocino County as a destination, the provision for direct visitor services, and securing the assistance of various partnerships in these endeavors. Assessment funds shall be used exclusively for the foregoing purpose.
3. Contractor shall cooperate with the Mendocino County Promotional Alliance and its member associations and to the extent reasonably possible, Mendocino Winegrowers, Inc., to provide the services, activities and programs to promote tourism and the marketing of the District and related products, including the scenic, recreational, cultural, and other attractions in the District. Such cooperation shall include, but is not limited to, active participation in Visit Mendocino County, Inc., and assisting in the implementation of the countywide marketing plan.
4. Contractor shall assist the Advisory Board in the performance of its responsibilities under the Parking and Business Improvement District Law of 1989 (Sections 36500 through 36551, as amended of the California Streets and Highways Code, hereinafter the "Law") including but not limited to,
 - a. Preparation of an annual work plan by thirty (30) days following CONTRACTOR's annual meeting in September, to be submitted and approved by the County Chief Executive Officer who shall then convene the Advisory Board pursuant to the Ordinance.
 - b. Assisting the County Executive Office and paying for the costs of convening of meetings of the Advisory Board, including attendance at Advisory Board meetings and preparing any reports and gathering information that the County Executive Office determines necessary and appropriate to support the Advisory Board in the performance of its responsibilities under the Law.
 - c. Preparation of recommendations as instructed by the Chief Executive Officer or his/her designee to assist the Advisory Board in making recommendations to the Board of Supervisors regarding the expenditure of Assessment funds, the classifications of businesses, and the method

7. Contractor will assume the responsibility of being the County of Mendocino's representative for the North Coast Tourism Council and is responsible for determining an annual financial commitment to participate in the North Coast Tourism Council to benefit the District.
8. Contractor shall actively solicit at least one private sector representative to serve on the Mendocino County Workforce Investment Board, and should provide the Executive Office with a letter of recommendation for any interested persons.
9. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from County.
10. Contractor agrees to prepare a quarterly report of actual expenditures and program accomplishments for each calendar quarter and shall deliver the quarterly report to the County Chief Executive Officer within a reasonable amount of time.
11. Contractor will provide and fund such additional projects, programs and activities to promote tourism in Mendocino County as may be made possible through other non-Assessment funding sources. These other funds must be accounted for separately from Assessment funds.
12. In accordance with Paragraph 34, CONTRACTOR shall annually have completed a financial review by a qualified outside agency. A full financial audit of CONTRACTOR shall be required for any year in which said financial review indicates irregularity. Additionally, Visit Mendocino County, Inc. shall have an annual audit completed by a qualified outside agency. Final reports of said review and/or audit(s) shall be provided to the County within a reasonable amount of time.

[END DEFINITION OF SERVICES]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]