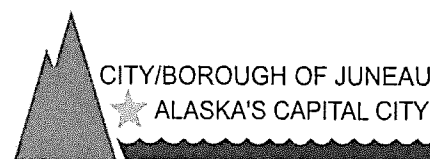


MEMORANDUM OF AGREEMENT



This is a Memorandum of Agreement (MOA) between the City & Borough of Juneau (“CBJ”) and the Juneau Convention & Visitors Bureau (doing business as and hereafter referred to as “Travel Juneau”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), and licensed to do business in the State of Alaska. CBJ will provide Travel Juneau with grant funding from Hotel Bed Tax and Marine Passenger Fees as partial funding for ongoing destination marketing, visitor services, and crossing guards during the period from July 1, 2022 through June 30, 2023.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau

Adrien Speegle, Budget Analyst, CBJ Grants
155 South Seward Street
Juneau, Alaska 99801
(907) 586-5215, ext. 4058
grants@juneau.org

Juneau Convention & Visitors Bureau

Liz Perry, President & CEO
800 Glacier Highway, Suite 201
Juneau, Alaska 99801
(907) 586-1761
liz.perry@traveljuneau.com

Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2022-06(b), enacted on June 13, 2022. Travel Juneau is a private nonprofit corporation with a mission to market Juneau to conventions, groups, and independent travelers. Travel Juneau shall perform all Scope of Program obligations in accordance with the terms and conditions of this agreement, including any specific grant program requirements and directives from CBJ and applicable law.

Section 1. TRAVEL JUNEAU DUTIES

Travel Juneau shall provide the following services for Juneau:

- 1) Develop and deliver destination marketing for CBJ, focusing on fully independent travelers (FITs), groups, and meeting planners. Campaigns will include in-state, domestic, and international travelers and will include digital, limited print, social, and video platforms. Destination marketing will incorporate appropriate Tlingit visual and language elements and will support cultural tourism;
- 2) In marketing Juneau as a meetings and convention destination, provide planner services including, but not limited to, full bids, hotel room bids and rates, catering bids and rates, service referrals, familiarization tours to qualified planners, and event promotion;
- 3) Market and sell Centennial Hall Convention Center to meeting planners; collaborate with facility staff to help ensure ease of booking and delivery of events and services;
- 4) Develop and deliver a comprehensive array of accurate visitor information via destination website, mobile application, phone, face-to-face, and online inquiry;

- 5) Provide additional marketing and promotional opportunities to local visitor industry businesses;
- 6) Engage with the Alaska Travel Industry Association to ensure Juneau is represented in their ongoing national and international marketing programs;
- 7) Work with a variety of local organizations to encourage entrepreneurship and small business development in the visitor industry;
- 8) Maintain working relationships with visitor industry transportation providers to maintain and improve access to Juneau and Southeast;
- 9) Collaborate with state and regional tourism-related groups, committees, and commissions;
- 10) Staff visitor information centers during the regular tour season; and
- 11) Provide crossing guard services during the regular tour season.

Section 2. PERFORMANCE METRICS

Travel Juneau will set goals toward and track/report the following metrics/analytics.

- A) Number of YTD of the following persons visiting Juneau:
 - i. Meeting planners participating in Travel Juneau-sponsored FAMs;
 - ii. Number of organizations who have sent one or more persons to scout and assess Juneau's suitability as a destination for their events or conventions;
 - iii. Tour and cruise operators participating in Travel Juneau-sponsored FAMs;
 - iv. Number of travel writers meeting with Travel Juneau staff while on visits to Juneau or participating in Travel Juneau-sponsored FAMs; and
 - v. Monthly hotel/overnight accommodation occupancy.
- B) Number YTD of trade shows attended by Travel Juneau's staff and number of resulting leads as follows:
 - i. International trade shows and number of resulting DM leads;
 - ii. Travel agent and tour operator appointments held; and
 - iii. Domestic trade shows and number of resulting leads for DM and CS.
- C) Travel Juneau's website statistics:
 - i. YTD unique users to traveljuneau.com;
 - ii. YTD average length of time on site; and
 - iii. YTD number of requests for Juneau visitor information.
- D) YTD social media engagement across all platforms (e.g., Facebook, Instagram, Twitter, YouTube, TikTok).
- E) YTD media reach and Advertising Equivalency (earned media);

- F) Confirmed bookings and estimated economic impact (EEI) for all meetings, conventions, conferences, and similar events secured through Travel Juneau marketing efforts for FY23 and each of the next three fiscal years; and
- G) All pending and confirmed Travel Juneau-secured business in the pipeline and the total pending and confirmed EEI.

Section 3. FUNDING

A. CBJ will provide up to one million, four hundred fifty thousand, seven hundred dollars (\$1,450,700) in grant funding to Travel Juneau. The grant funding is to be used for actual program costs towards the scope of this agreement, allocated as follows:

- i. Destination Marketing – Hotel Bed Tax
nine hundred twenty-eight thousand, nine hundred dollars (\$928,900)
- ii. Visitor Services – Marine Passenger Fees
one hundred forty-eight thousand dollars (\$148,000)
- iii. Crossing Guards – Marine Passenger Fees
three hundred seventy-three thousand, eight hundred dollars (\$373,800)

B. Payment Schedule: Travel Juneau will be paid in four (4) equal quarterly payments for each quarter of the fiscal year. Travel Juneau shall submit a request for payment with its quarterly activity report as provided under this MOA.

C. Travel Juneau agrees to refund all CBJ advanced grant funds not utilized for the scope of work and may request to defer unspent funding to support the next fiscal year's budget.

D. Travel Juneau may earn additional income or receive outside grant funding to augment the three CBJ grants. Travel Juneau financials shall reflect all revenue sources.

CBJ will provide direct reimbursement to Travel Juneau for the grant activities enumerated below.

Grant Fund Management & Controls

CBJ is contributing these funds to increase the visibility and desirability of Juneau as a visitor destination, to make Juneau more likely to be chosen as a venue for conventions and other meetings, and to improve the quality of visitors' experiences in coming to Juneau. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, Travel Juneau agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

Compliance with Laws & Regulations

Travel Juneau shall, at Travel Juneau's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Travel Juneau warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

Conflict of Interest

Travel Juneau warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. Travel Juneau also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If Travel Juneau learns of any such conflict of interest, Travel Juneau shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

Equal Employment Opportunity

As a condition of receiving funds under this MOA, Travel Juneau will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy or parenthood. Travel Juneau shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

Travel Juneau agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Travel Juneau's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of Travel Juneau arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Travel Juneau in a timely manner of the need for indemnification, but such notice is not a condition precedent to Travel Juneau's obligations and is waived where Travel Juneau has actual notice.

Public Records


Travel Juneau's acknowledges and understands that CBJ is subject CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is Travel Juneau's sole responsibility to clearly identify any documents Travel Juneau believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Travel Juneau, CBJ will notify Travel Juneau as soon as practicable prior to making any disclosure. Travel Juneau acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as Travel Juneau deems necessary in order to protect its interests. Should Travel Juneau fail to notify CBJ of its objection or to file suit, Travel Juneau shall hold the CBJ harmless for any damages incurred by Travel Juneau as a result of the CBJ disclosing any of Travel Juneau's documents in CBJ's possession. Additionally, Travel Juneau may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

Travel Juneau will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. Travel Juneau shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action or other employee or union claims, as well as general liability and personal liability, related in any way to Travel Juneau's performance pursuant to this grant. Travel Juneau agrees to comply with all federal, state, and local procedures and restrictions related to COVID mitigation. Travel Juneau acknowledges that these procedures and restrictions may change after the effective date of this MOA, and agrees to comply with the procedures following any such changes.

Term of Grants


The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and terms stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.



Liz Perry, President & CEO
Juneau Convention & Visitors Bureau ("Travel Juneau"),

8-1-22

Date



Duncan Rorie Watt, City Manager
City & Borough of Juneau, Alaska

08/02/2022

Date