

**MEMORANDUM OF UNDERSTANDING BETWEEN  
EUREKA AND HUMBOLDT LODGING ALLIANCES AND CITY OF EUREKA**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Eureka Lodging Alliance (“ELA”) and Humboldt Lodging Alliances (“HLA”), and the City of Eureka (“City”), a municipal corporation, collectively (“the Parties.”)

**A. PURPOSE**

The purpose of this MOU is to formalize the partnership between the ELA and HLA and the City, and ensure that responsibilities of all parties are met. The ELA is proposing to award the City of Eureka \$1,000,000 for the construction of the Canopy Walk at the Sequoia Park Zoo. The HLA is proposing to award the City of Eureka \$500,000 for the construction of the Canopy Walk at the Sequoia Park Zoo. The City of Eureka owns and operates the Sequoia Park Zoo. The Parties require that conditions and guidelines are established to ensure that ELA and HLA Canopy Walk expectations are met and that the City is reimbursed. This MOU supersedes the July 31, 2018 MOU signed by the City and ELA and HLA. The Parties enter into this MOU for the funding and construction of the Canopy Walk at the Sequoia Park Zoo

**B. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

Both ELA and HLA and the City have shown a commitment to supporting tourism within Humboldt County and the City of Eureka. The ELA and HLA receive Transient Occupancy Tax assessment funds and spend them to increase overnight stays in the City of Eureka and Humboldt County. The City also receives TOT assessment funds and spends them to provide services for the City of Eureka. Therefore, it is in the best interests of the Parties to work together to create a national and international attraction focusing on bringing people to our region and staying overnight.

**C. CITY RESPONSIBILITIES**

City will:

1. Construct the Canopy Walk at the Sequoia Park Zoo and ensure:
  - a. All funds will be used for construction only; and
  - b. City’s General Fund will pay invoices for construction and provide proof of payment to ELA and HLA for reimbursement; and
  - c. Cost overruns will be covered by the City
  - d. Canopy Walk will be comprised of:
    - i. Five platforms and a launch deck
      1. Three platforms will have 4’-6’ of walkable space around the trees, set off up to 3’ from the trees
      2. Two platforms will be 20’ in diameter, adjacent to the trees, with tree protection measures (railing or netting)
      3. None of the platforms will be covered during this phase of work
    - ii. Ten bridge spans
    - iii. 355 linear feet of ramping leading to launch deck

- iv. 650 linear feet of bridges
- v. Tree platforms at 27'-5", 34'-10", 66', 79'-9" and 84'-2"
- vi. Highest point on bridge between 79'-9" and 84'-2" platforms will reach 100'
- vii. Pathway width on bridges between 27'-5", 34'-10", 66' and 79'-9" tree platforms will be 60" wide
- viii. Pathway width on bridge between 79'-9" and 84'-2" platforms will be 36" wide
- ix. Railing height on bridges between 27'-5", 34'-10", 66' and 79'-9" tree platforms will be 48"
- x. Railing height on bridge between 79'-9" and 84'-2" platforms will be 60"
- xi. Bridge decking and platform material will be fiberglass reinforced plastic or vinyl coated aluminum
- e. Timely completion of the project by July 2020; and
- f. City will appropriate at least \$1 per admission at the gate or no less than \$135,000, whichever is greater, per year following the opening of the Canopy Walk to marketing the Canopy Walk.

#### D. ELA AND HLA RESPONSIBILITIES

ELA and HLA will:

1. Fund the construction of the Canopy Walk at the Sequoia Park Zoo and ensure:
  - a. Eureka Lodging Alliance will contribute \$1,000,000 towards the construction of the Canopy Walk; and
  - b. Humboldt Lodging Alliance will contribute \$500,000 towards the construction of the Canopy Walk; and
  - c. ELA and HLA will reimburse the City for all construction costs related to the Canopy Walk, once proof of payment by the City is provided, in the ELA/HLA proportionate shares not to exceed the total of \$1,500,000; and
  - d. Reimbursement to the City for each payment installment will be based on a ratio of ELA and HLA's individual contribution to the overall project cost until the pledged funds are exhausted;
  - e. Reimbursement payments are due within 30 days following the proof of payment provided by the City;
  - f. ELA and HLA agree that in the event of a dispute over the amount of reimbursement to be paid to City, each of them will pay their share of the undisputed portion of the City's claim within 30 days.

#### E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. ELA and HLA and the City will communicate openly about any matter regarding the Canopy Walk partnership.
2. Any change in this MOU or the protocols developed under this MOU will require the joint approval of the ELA and HLA Boards and City of Eureka City Council.

F. INDEMNITY

To the fullest extent permitted by law, the City agrees to indemnify, defend and hold harmless, the ELA and HLA, and any and all boards, officers, employees, assigns and successors in interest through legal counsel reasonably acceptable to the ELA and HLA, from and against any and all claims, losses, demand and expenses, including but not limited to, reasonable attorney’s fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the services performed by the City under this agreement. The City further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at City’s sole expense and agrees to bear all other costs and expenses related thereto. Without affecting the rights of the ELA and HLA under any provision of this agreement, City shall not be required to indemnify and hold harmless ELA and HLA for liability attributable to the active negligence of the ELA and HLA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

G. PRINCIPAL CONTACTS/NOTICES

Miles Slattery, City of Eureka, Community Services Director	Gary Stone, Eureka Lodging Alliance, Board Chairman	Chris Ambrosini, Humboldt Lodging Alliance, Board Chairman
Phone: (707)599-2053	Phone: (707)496-7764	Phone: (707)407-7552
E-mail: <a href="mailto:msslattery@ci.eureka.ca.gov">msslattery@ci.eureka.ca.gov</a>	E-mail: <a href="mailto:garyastone@suddenlink.net">garyastone@suddenlink.net</a>	E-mail: <a href="mailto:chrisa@humboldtbayinn.com">chrisa@humboldtbayinn.com</a>

H. AUTHORIZED REPRESENTATIVES

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.

I. DURATION

This MOU becomes effective upon signature by both parties, and can be modified or terminated at any time by mutual consent.

THE PARTIES HERETO have executed this instrument.

**EUREKA LODGING ALLIANCE:**

By: \_\_\_\_\_  
Gary Stone, Board Chairman

**HUMBOLDT LODGING ALLIANCE:**

By: \_\_\_\_\_  
Chris Ambrosini, Board Chairman

**CITY OF EUREKA:**

By: \_\_\_\_\_  
Susan Seaman, Mayor

Approved as to Administration:

By: \_\_\_\_\_  
Greg L. Sparks, City Manager

Approved as to form:

By: \_\_\_\_\_  
City Attorney

Attest:

By: \_\_\_\_\_  
Pamela J. Powell, City Clerk