



HUMBOLDT COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT RENEWAL

Chris Ambrosini, Board Chairman
Humboldt Lodging Alliance



Dear Chris,

I am pleased to present to you our enclosed proposal for services to form the Humboldt County Tourism Improvement District ("HCTBID"). Civitas has formed and renewed a majority of the nation's Tourism Business Improvement Districts ("TBIDs"), and will provide expert advice and guidance throughout the project.

Our process to renew the proposed HCTBID is designed to secure significant support for the project while complying with applicable laws. In concert with the Humboldt Lodging Alliance ("HLA"), the Civitas team will guide a renewal process that includes developing and manipulating data, obtaining feedback from the HLA and stakeholders relating to the renewed district parameters, preparing legal documents, and working with local government to finalize all legal documents for the public hearing process.

Thank you for the opportunity to submit this proposal. I look forward to working with you on this exciting project.

Best Regards,

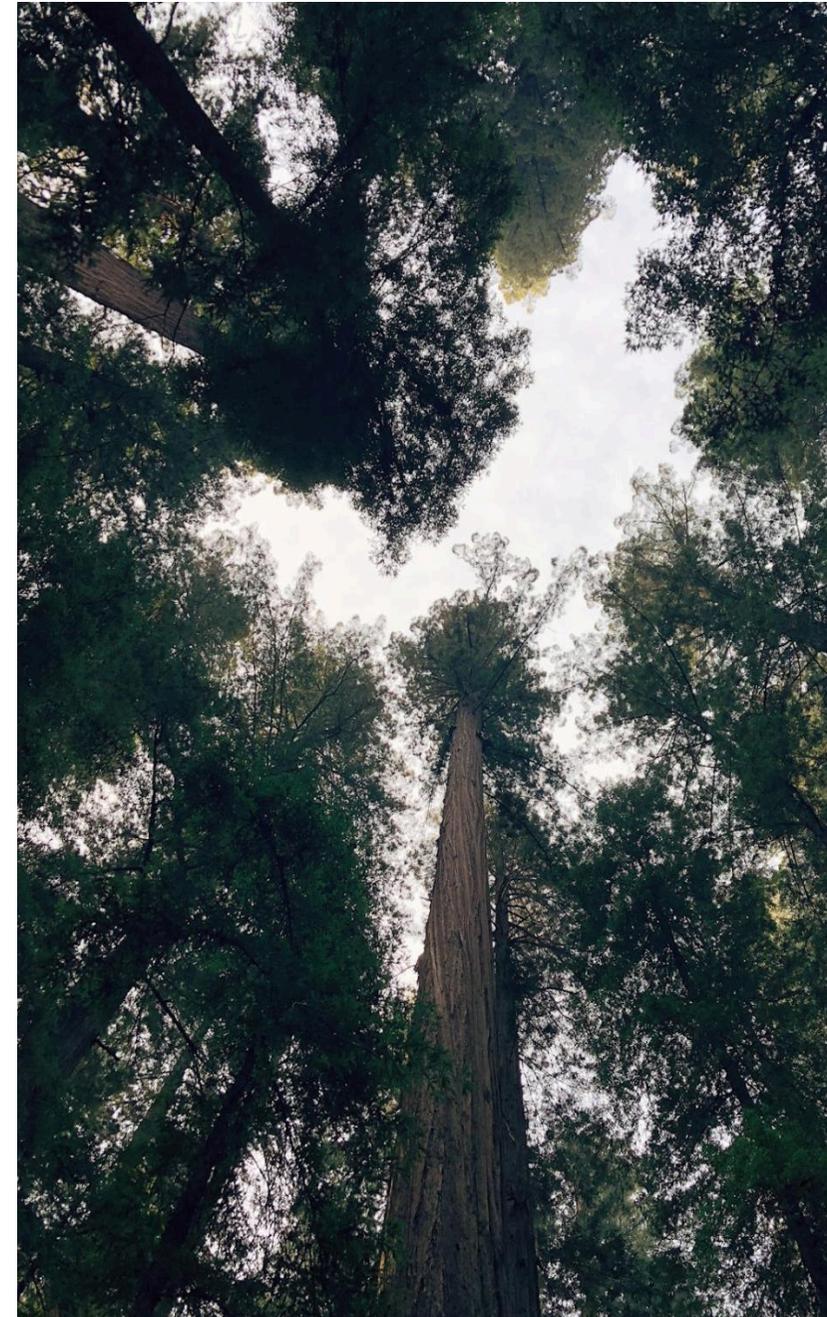
A handwritten signature in black ink, appearing to read 'Maya Kitt', written in a cursive style.

Maya Kitt
Account Manager & Legal Analyst

THE OPPORTUNITY

The HCTBID, guided by the leadership of the HLA, has emerged as a highly successful, countywide district encompassing six (6) cities and serving as a model for collaborative tourism promotion in rural California. As other destinations across the state increasingly rely on tourism improvement districts to fund their marketing and sales efforts, the HCTBID stands out as an established and effective mechanism for driving visitation, increasing lodging occupancy, and generating critical tourism-related tax revenues throughout the county.

Civitas has led the formation and renewal of more than 150 tourism and improvement districts worldwide, generating over \$3.6 billion in dedicated funding to advance local tourism and economic goals. We have worked with destinations at every stage of development—from emerging rural communities looking to establish themselves on the tourism map, to well-known destinations seeking to maintain market leadership. With thoughtful enhancements and a shared commitment from lodging stakeholders, the HCTBID is positioned to continue elevating Humboldt County’s tourism economy for years to come.



SCOPE OF SERVICES & SCHEDULE



Step 1

Initiation & Infrastructure Development

Civitas shall lead the renewal of a comprehensive project framework in coordination with the HLA, local government officials, and key lodging business industry stakeholders. This includes forming a steering committee that will serve as the project's leadership body. Civitas shall provide ongoing technical support and strategic guidance to ensure the committee is equipped to carry out defining the renewed district parameters, petition circulation, represent the effort publicly, and advocate at local government meetings during the renewal process.



Step 2

Stakeholder Engagement & Consensus Building

Civitas shall advise on the development of a stakeholder engagement plan in partnership with the steering committee, which may include scheduling one-on-one meetings, stakeholder briefings, community presentations, and outreach to elected officials. Civitas shall prepare tailored messaging, talking points, and visual aids to educate stakeholders about the benefits of the proposed renewed HCTBID.



Step 3

Document Preparation & Revision

Civitas shall draft all required legal documents for the renewal of the HCTBID, including the Management District Plan (MDP), resolutions, staff report language, and the petition. Civitas shall collaborate with the steering committee and local government staff to review and revise documents as needed to ensure legal sufficiency and stakeholder alignment.



Step 4

Petition Preparation & Petition Drive

Civitas shall prepare all petition materials and advise on the design of a petition strategy. In close coordination with the HLA and steering committee, Civitas shall assist in identifying high-priority stakeholders and assigning petition circulation roles. Civitas shall provide ongoing training, messaging guidance, and tracking tools to support effective and efficient petition gathering efforts, ensuring the necessary thresholds for validity are met.



Step 5

Local Government Hearing Process

Civitas shall provide end-to-end support to the HLA and local government throughout the public approval process, including the required local government hearings. This includes drafting required staff reports and resolutions, preparing presentation materials, and attending public hearings to present expert testimony. Civitas shall also assist in coordinating with County counsel, Clerk of the Board, and other relevant departments to ensure procedural compliance and timely advancement of the formation process.

MEET YOUR TEAM



John Lambeth
President & CEO



Maya Kitt
Account Manager & Legal Analyst



Kelly Rankin
Project Manager



Madison Deschamps
Senior Legal Analyst



Sean Pratt
GIS Data Specialist

At Civitas, we specialize in igniting local and state economies and establishing stable state and local funding for destination promotions throughout the United States. With more than 25 years of experience, we provide expertise in all aspects of drafting legislation, and forming, modifying, and renewing improvement districts. With offices in Sacramento, Los Angeles, and New York, our team of professionals has guided over 180 districts through the formation, modification or renewal process. With its deep experience and expertise, Civitas has been commissioned by the U.S. Travel Association to conduct nationwide studies.

Civitas also provides research, consulting, and district formation services to destinations located around the world, including Canada, South America, Europe, and Asia. For its groundbreaking work, Civitas has been featured in publications such as Forbes and Skift.

Investment

The HLA's investment for professional fees for the scope of services described herein shall be \$40,000. The HLA's investment includes one (1) trip to meet with the HLA Board of Directors, key stakeholders, and or local government officials. If additional trips are necessary, we would be happy to make additional trips for a professional fee of \$1,500 per trip, plus expenses. This proposal is based on the understanding that the HLA will provide assistance and time needed to facilitate the process on the local level, including time devoted to outreach meetings, and gathering support and signed petitions from businesses.

Expenses

The HLA will be responsible for all costs and expenses in addition to the professional fees. Ordinary costs and expenses, including telephone charges, postage, and photocopying will be billed at four percent (4%) of professional fees. Other costs, such as travel, overnight shipping, bulk mailing and printing costs (over 100 pages) shall be billed at Civitas' actual cost.

Billing

Civitas proposes a fixed monthly fee of \$5,000 per month for eight (8) months, plus expenses. A start-up fee of ten percent (10%) of project costs, \$4,000, will be due and payable upon execution of this agreement for services between Civitas and the HLA. The amount of the start-up fee will be deducted from the final invoice. Civitas will send the HLA a monthly invoice for fees and costs incurred. Invoices will include the fixed professional fee and expenses. The basis of calculation or other method of determining expenses will be clearly identified by item and amount.

Investment Overview

Description	Price
Professional Fees	\$40,000
Total	\$40,000

Cost Assumptions and Guidelines

We have projected a specific amount of time for the HCTBID renewal. It is assumed that the project will not exceed the budgeted amount of time. If unanticipated matters result in additional time beyond that which has been projected, we would continue billing professional fees of \$5,000 per month, plus expenses, for the project duration. Factors that could increase the scope of work and estimated costs outlined above include additional meetings not described in this proposal, analysis of additional issues above those described in this proposal, or a lack of steering committee and business owner involvement in the project.

When Civitas' services conclude, all unpaid charges will immediately become due and payable. In the event the project is completed before the eight (8) month time frame, the HLA will only be invoiced for the professional fees corresponding to the months worked, with payment due within thirty (30) days of project completion. If the project is completed prior to the eight (8) month time frame, the remaining balance of professional fees will be due and payable within thirty (30) days of project completion.

As you know, there are many unknown variables in a project of this nature. Although we would work diligently to form the HCTBID, factors outside Civitas and the HLA's control could delay or thwart even the best-developed plans. We will work to minimize risks and complete the project at the earliest possible date.

The pricing and scope outlined in this agreement will expire upon sixty (60) days post delivery of this proposal.

Business Information

The database for this project will rely on information from local government sources. While Civitas will do its utmost to identify and correct any errors, it is acknowledged that data from local government sources may contain errors. We recommend HLA continue to pursue data correction strategies during and after renewal, including mailings and error checking by local officials.



AGREEMENT

If you would like to agree to engage our services consistent with this proposal and the following terms, please sign below.

A start-up fee of ten percent (10%) of project costs, \$4,000, will be due and payable upon execution of this Agreement. The amount of the start-up fee will be deducted from the final invoice. Civitas will send the HLA a monthly invoice for fees and costs incurred. Each invoice will be payable within thirty (30) days of its mailing date. Either the HLA or Civitas shall have the right to terminate this agreement upon ten (10) days' notice. If the agreement is terminated prior to the completion of the project, the HLA shall pay only for the months worked and expenses incurred up to that date. When Civitas' services conclude, all unpaid charges will immediately become due and payable, including the balance of any professional fees.

Nothing in this Agreement and nothing in statements by Civitas personnel to the HLA will be construed as a promise or guarantee about the outcome of the matter. Civitas makes no such promises or guarantees.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

The parties agree to accept the terms and conditions herein.

Date

8/12/2025

Date

Humboldt Lodging Alliance, by

 SIGNATURE
Chris Ambrosini

Chris Ambrosini,
Board Chairman

Civitas Advisors, by



Maya Kitt
Account Manager & Legal Analyst