

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 4th day of Aug, 2011, by and between the Rowan County Tourism Development Authority (RCTDA), a North Carolina public authority, and the Rowan County Arts Council (RAC), a North Carolina 501c3.

RECITALS

WHEREAS, the RCTDA and the RAC operate as organizations charged with promoting and supporting increased tourism, arts and culture for purposes of community and economic development, professional development, education and personal development within Rowan County, North Carolina; and

WHEREAS, the RCTDA and the RAC seek to maximize resources through a collaborative, strategic and administrative alliance for the oversight of the RAC, local arts and cultural development, the promotion of arts and cultural tourism development and support for arts and cultural education; and

WHEREAS, the RCTDA and the RAC seek (1) to create a framework, based on organizational strengths, to effectively administer the goals and objectives of the RAC, (2) to recognize common values between arts, culture and tourism for the betterment of the community, (3) utilize limited financial resources to strategically advance the importance of arts, culture and cultural tourism, (4) to focus on the uniqueness and authenticity of the destination as a competitive advantage, and (5) to acknowledge the important roles of, art and culture in distinguishing Rowan County, and

WHEREAS, the RCTDA and the RAC recognize the importance of inter-governmental and interagency cooperation in promoting arts, culture and cultural tourism as an economic, community and educational development strategy for our City, County, region and state;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual understandings and obligations of the parties, the RCTDA and the RAC agree as follows:

I. GENERAL CONDITIONS

1. This MOU is expressly conditioned upon and subject to the parties hereto entering into a mutually acceptable written agreement as to all aspects of the creation of a working administrative relationship between the RCTDA and the RAC for the purpose of implementing inclusive arts, cultural and cultural tourism strategies and programs that seek to enhance the educational, community and economic opportunities in Rowan County for artists, patrons, institutions and visitors.
2. Unless superseded by a written amendment, this MOU contains the understanding of the parties with respect to the creation of an administrative and strategic alliance.

II. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

1. Rowan County Tourism Development Authority (RCTDA), a North Carolina Public Authority.
2. Rowan County Arts Council (RAC), a North Carolina Non-Profit Corporation.

III. ROWAN COUNTY TOURISM DEVELOPMENT AUTHORITY SUPPORT SERVICES

1. **ADMINISTRATION:** RCTDA will serve in a full administrative capacity on behalf of the RAC. The RCTDA will perform the following duties and any other duties deemed necessary by both parties for the administration of all RAC functions:
 - a. Manage all RAC specific communications and correspondences through the existing RCTDA communications network. (includes but not limited to: phone, fax, email, web, postal and social networks)
 - b. Manage and maintain appropriate RAC records and transactions: (including but not limited to meeting notices, meeting and committee minutes, foundation grant documentation and applications, local, state and federal governmental communications, regarding funding opportunities and documentation.)
 - c. Attend all RAC meetings and functions and provide staff support for administration and implementation of accompanying programs
 - d. Support the RAC Treasurer and maintain all financial records, documents, financial transactions and record keeping.
 - i. Maintain exclusive accounts for RAC grants, fundraising events, sponsorship, government grants, and membership funds.
 - e. Provide monthly financial statements including transaction details, profit and loss statements, balance sheets and cash flow projections and tax reports in support of the RAC Treasurer.
 - f. Manage all administrative components of RAC grant programs.
 - g. Manage all administrative components of RAC events, activities and functions.
 - h. Maintain and support all RAC databases.
 - i. Establish the RAC offices at the Salisbury-Rowan County Visitor Center, 204 East Innes Street, Salisbury, NC 28144, if agreed upon by all parties.
 - i. RCTDA will continue to display local art in the visitor center and will market the art displayed when supported by the RAC.
2. **RAC PROGRAM OF WORK:** RCTDA will partner with RAC to implement RAC 's Program of Work which includes but not limited to: grant programs, Art on Easy Street, annual meeting, membership development, fundraising, artist outreach, education, advocacy, networking, professional development, arts, culture and cultural tourism marketing and community education as approved by both parties.
 - a. Help form and establish specific goals, objectives and tactics for all RAC programs
 - b. Help implement and monitor all RAC Programs
 - c. Maintain the RAC website, marketing communications and social network sites
 - d. Help create and implement marketing programs and a public relations strategy
 - e. Establish and create routine communication with local artists, institutions, support organizations, and governmental units.
 - f. Create new programs and opportunities, and evaluate existing programs in accordance with meeting the goals and objectives of RAC.
 - g. Membership development: examine creation of a capital campaign, annual fund drive, and strategies for success and implementation.

- 3. STRATEGY, LEADERSHIP AND REPRESENTATION:** RCTDA and RAC Board President with the RAC Board of Directors will serve as joint representatives of the RAC within the community, including interactions with local government, organizations, institutions, members, businesses, partners, and artists.
- RCTDA will support and conduct planning and strategy sessions with RAC to identify short and long-term goals, purpose, vision and mission.
 - RCTDA will work with RAC to identify and implement strategic initiatives that further enhance the role, impact, and importance of RAC.
 - RCTDA will work with RAC to identify long-term sustainable sources of support, funding, and development for RAC.
 - RCTDA will work with RAC on achieving goals and objectives identified in the Salisbury Cultural Action Plan that pertain to the RAC and support for arts, culture, and cultural tourism.
 - Seek out and identify primary supporters, funders, and community leaders that can assist RAC efforts with arts, culture, and cultural tourism.

IV. TERMS AND OBLIGATIONS

- The MOU is annually renewable and must be agreed upon by a majority vote the RAC Board of Directors.
- RAC and RCTDA agree to engage in ethical and professional conduct and support the strategic alliance with appropriate decorum. All RAC Board members and RCTDA staff will treat each other in a respectful and professional manner.
- Each organization is encouraged to support and endorse the strategic alliance between the RCTDA and RAC and the programs created from the alliance.
- Neither RAC Board members nor RCTDA employees shall attempt to influence each agency's employees in the performance of their duties regarding any matter outside of RAC business.
- All RCTDA employees supporting RAC report directly to and only to the RCTDA Executive Director.
- RAC and RCTDA will establish a timeframe for considering, and/or relocating the RAC office to the RCTDA offices.
- Both RCTDA and RAC will openly communicate with each party in an honest and timely manner.
- RAC agrees not to hire a new RAC Executive Director.
- Either party may withdraw from this agreement based on 30 days written notice.
- The MOU shall be a working document that can be amended as needed during partnership tenure.
- No decision shall be made by RCTDA on behalf of RAC without express RAC Board of Directors approval.
- Should this MOU reach a dissolution date, RAC shall retain ownership of all database, marketing, and financial records.

SIGNATURES

The parties to this MOU hereby acknowledge their intent to proceed in good faith for the purpose of advancing the economic and community benefits of increased tourism in Salisbury and Rowan County, North Carolina.

Rowan County Tourism Development Authority

A North Carolina Public authority

By: _____

James R. Meacham, CEO

Rowan County Arts Council

A North Carolina 501c3

By: _____

Sue McHugh, Chairman