



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Agenda Community Development Committee

Tuesday, May 17, 2016

3:00 PM

Town Hall, 363 N Main Street

Special Meeting

MEETING CALLED TO ORDER

ROLL CALL

1. APPROVAL OF MINUTES

- 1A. [16-089](#) Approve Minutes of January 26, 2016

Attachments: [Minutes of January 26, 2016](#)

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

3. CONDUCT OF BUSINESS

- 3A. [16-187](#) Receive Report and Provide Direction to Staff and/or Recommendations to Council Regarding Administration of Promotion Activities and Fort Bragg Promotion Committee's 2016-17 Annual Marketing Plan & Budget

Attachments: [20160517 Chamber-FBPC Annual Marketing Plan & Budget](#)
[Attachment 1- 2015-16 City-Chamber Professional Services Agreement](#)
[Attachment 2- 2016-17 FBPC Marketing Plan & Budget](#)
[Attachment 3- FBPC City Council Agenda Report of June 22, 2015](#)
[Attachment 4- 2016-17 FBPC Marketing Plan & Budget Table](#)

4 MATTERS FROM COMMITTEE / STAFF

ADJOURNMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on May 12, 2016.

Chantell O'Neal
Administrative Assistant
Community Development

NOTICE TO THE PUBLIC

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection in the lobby of City Hall at 416 N. Franklin Street during normal business hours.*
- *Such documents are also available on the City of Fort Bragg's website at <http://city.fortbragg.com> subject to staff's ability to post the documents before the meeting*

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.

This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 16-089

Agenda Date: 5/17/2016

Version: 2

Status: Minutes to be Approved

In Control: Community Development Committee

File Type: Minutes

Agenda Number: 1A.

Approve Minutes of January 26, 2016



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Community Development Committee

Tuesday, January 26, 2016

3:00 PM

City Hall Conference Room, 416 N. Franklin Street

MEETING CALLED TO ORDER

Committee Member Deitz called the meeting to order at 3:00 PM.

ROLL CALL

Present: 2 - Scott Deitz and Michael Cimolino

1. APPROVAL OF MINUTES

1A. [15-463](#) Approve Minutes of October 27, 2015

A motion was made by Committee Memeber Deitz, seconded by Committee Member Cimolino, that the Committee Minutes be approved for Council review. The motion carried by a unanimous vote.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Director Jones, brought copies of two e-mails she received on non-agenda items. Jones introduced the topics of the emails as interest groups; 1) Pétanque and 2) Paul Bunyan Days Logging Show coordinator; that have shown interest in utilizing the coastal trail property for various recreational opportunities.

3. CONDUCT OF BUSINESS

3A. [16-019](#) Receive Mid-Year Progress Report from Fort Bragg Promotion Committee

Special Projects Manager Owen reported on the membership, status of marketing plan and implementation, accountability through standardized contracts, and scope of work for the Fort Bragg Promotion Committee (FBPC) Mid-Year report. Owen pointed out the website and its' "About" page were a primary focus of the committee. Agendas, Minutes, and information about the committee will be accessible on the new site. FBPC has hired Cathryn Hrudicka to do various Marketing Communications and Social Media tasks. Hrudicka's start date has been delayed due to an inadequate response in the first round of hiring and a second time due to insurance requirements. Owen introduced the FBPC members in attendance and turned the meeting over to Chamber Administrator Sharon Davis.

Davis presented a slide show depicting various components of the new website and hi-lighting its clean modern design. All the content from the old site has been merged in. Some primary components of the new interface include the display of 3 dramatic images which change each time you refresh the page, a Local Attractions section with links to blog posts, the Categories section includes *Eat, Shop, and Stay*, and a Business Directory section. The Business Directory is

organized by business category and links to an interactive map section, a review section, and a place for owners to "claim" their business. As the new site rolls out, FBPC will be providing local business owners ample opportunities to polish the quality of their Directory content upon "claiming" their business on the site. FBPC will hold several "Claim your Business" events at Town Hall and will be hiring and sending out student liaisons to the businesses with loot bags, post cards, and their iPad so they can take pictures and update the directory with the owners on the spot. The students will also be available on an appointment basis.

Other Progress Report items included:

- The website will have an adaptive layout which will auto fit contents for cell phone viewing
- Shop Small Promotion during Thanksgiving
- New decorations
- Promotion during Holiday Lights Parade
- Coastal National Monument page and a larger Coastal National Monument at the visitor site
- Replacing existing picture banners in the Central Business District with more event advertising focused themes
- Working on downtown map which will be available for handout and also on the website
- Radio ads with a "beating the heat" theme will be airing mostly in the valley to advertise the Coastal Trail and Skunk Train tourist opportunities
- Local attraction videos will be posted to the website, YouTube, and shown at the theatre
- Social Media and website views of recent posts has increased significantly
- Budget is small in relation to the "tremendous" productivity of the current group
- Link Fortbragg.com to the Splash page

Committee Members showed their appreciation for the hard work and dedication of FBPC Volunteers, Council, and Chamber of Commerce staff.

3B. [16-028](#) Receive Report and Make a Recommendation to City Council Regarding the Selection of a Welcome Sign Design and Contractor for the City's Welcome Sign

Community Development Director Jones gave a general description of the project Request for Proposals (RFP) which was sent out before the holidays. Jones presented the three proposals; these included Artstruct, the Sign Shop, and Bragadoon. Jones used the table in the staff report to summarize and differentiate components of each sign proposal. Then referred to the image on page 3; a visual aid showing the sign options superimposed over the current Welcome Sign as frame of reference. Artstruct and Sign Shop signs are carved and painted in keeping with the RFP requirements where Bragadoon's sign is a simplistic modern interpretation which does not necessarily meet the direction provided by Council.

Jones explained the Artstruct sign will be created using a Computerized Numeric Controls (CNC) machine which produces a textured three dimensional carving. Artstruct sign designer Kvinfosland; spoke about the inspiration for various sign components. Kvinfosland; pointed out that the CNC machine is extremely precise, the post on the right hand side of the redwood sign will be fluted to speak to the wood working crowd, and the goal of the design was to create an Entryway into our community. Kvinfosland also described the three dimensional lettering which will be created out of recycled crushed bottles to provide additional textures.

A lengthy conversation ensued regarding the Bragadoon signs colorfastness. Many participants in the discussion expressed concerns about redwood surface fading quickly, greying out the

background, and thus decreasing the visual differentiation between the silver letters and the redwood backdrop. Some possible solutions discussed were; 1) painting the wood red, 2) changing the letter color, or 3) changing the led lighting. Director Jones expressed additional concerns about the Bragadoon sign design as requiring the most upkeep and the response to the RFP did not include total costs of sign nor incorporate components outlined in Councils guidelines.

The final design discussed was the Sign shop which provided 3 sign designs in response to the RFP. Director Jones expressed concern that these are the smallest; and enlarging will increase the cost. The sign effect will be accomplished using a combination of carving and sand blasting.

Other topics discussed included:

- Organizational signage is going away
- Lighting (connection concerns, easements and access rights, spotlighting from ground upwards, led lights, and solar options)
- Removing the lights from the top of the Artstruct sign
- Adding a boat or whale in the design of the Artstruct sign
- Adjusting the text color and sizes on the Artstruct sign to make it “pop”
- Getting a quote on a larger version of Choice C for the Sign Shop sign
- Acquiring a real cost estimate on the Bragadoon sign with LED lighting

Both Committee Members Deitz and Cimolino expressed their preferences for Artstruct’s sign as it was the most consistent with the RFP and Bragadoon signs’ simplistic and modern feel. City Manager Ruffing; preferred the Artstruct design as art is subjective and this one will be a conversation starter.

Committee Members recommended working with the designers to make the changes suggested in the discussion points and bring the updated designs to City Council.

3C. [16-024](#) Receive Report and Provide Direction to Staff Regarding City Business Recognition Program

Special Projects Manager Owen summarized the staff report, reciting the city introduced the Business Retention and Expansion (BRE) Program in 2014. A business awards program was one of the original components designed to recognize businesses for what they offer to the community. The goal is to help local businesses feel appreciated for what they bring to the City.

Committee Member Deitz recommended creating and aligning the timing of the awards with a “Business Month” then hi-light them on fortbragg.com, Facebook, the City website, and other social media outlets. Committee Members Deitz and Cimolino agreed awarding nominated recipients annually would be sufficient.

Other recommendations included:

- Using an online surveys like survey monkey to come up with a list of candidates
- Post links to the survey on Facebook, FortBragg.com, and the City’s website
- Advertise survey link in Linda’s City Notes section of the Advocate
- Disseminate handout sized paper surveys to business for a more broad reach
- Focus the survey so that people can hone in on specific topics
- All survey data should remain anonymous due to the probability inappropriate content
- Winners could be selected by a committee and which will be appointed by CDC

- Categories listed in the staff report are a good start for the first year
- Expect challenges with getting participation as evidenced by other survey results
- Minimize the number of awards so they retain their prestige

Committee Member Deitz recommended the committee who selects the winners should consist of Special Projects Manager Owen and Community Development Director Jones for their ongoing work as business liaisons, a Chamber of Commerce representative like Director Davis, and a Fort Bragg Promotion Committee representative, as these individuals know the business community.

The Committee Members recommended a small committee be formed to select the award nominees, then the recipients would be finalized at an ad hoc subcommittee meeting.

3D. [16-037](#) Recieve Oral Report Regarding Current and Long Range Planning Activities

Community Development Director Jones provided Council Members with a spreadsheet handout and reviewed all the current departmental projects one by one.

4. MATTERS FROM COMMITTEE / STAFF

Community Development Director Jones requested Committee direction for whether or not to prepare a staff report addressing the email correspondence introduced in the Public Comments on Non-Agenda Items. One staff report could be prepared to incorporate generic recreational uses on the Coastal Trail.

Committee Members recommended Director Jones prepare a staff report for generic recreational uses on the Coastal Trail and present it at the next regularly scheduled meeting.

ADJOURNMENT

Committee Member Deitz adjourned the meeting at 4:50 PM.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 16-187

Agenda Date: 5/17/2016

Version: 1

Status: Business

In Control: Community Development Committee

File Type: Staff Report

Agenda Number: 3A.

Receive Report and Provide Direction to Staff and/or Recommendations to Council Regarding Administration of Promotion Activities and Fort Bragg Promotion Committee's 2016-17 Annual Marketing Plan & Budget



CITY OF FORT BRAGG

416 N. FRANKLIN, FORT BRAGG, CA 95437
PHONE 707/961-2823 FAX 707/961-2802

COUNCIL COMMITTEE ITEM SUMMARY REPORT

MEETING DATE: May 17, 2016
TO: Community Development Committee
FROM: Jennifer Owen
AGENDA ITEM TITLE: **Receive Report and Provide Direction to Staff and/or Recommendations to Council Regarding Administration of Promotion Activities and Fort Bragg Promotion Committee's 2016-17 Annual Marketing Plan & Budget**

ISSUE:

Since November 2010, the City of Fort Bragg has contracted with the Mendocino Coast Chamber of Commerce (Chamber) to carry out Fort Bragg promotion activities with assistance of the volunteer Fort Bragg Promotion Committee (FBPC). The Professional Services Agreement between the Chamber and the City (Agreement) has been amended each year by City Council, beginning in June 2011, to renew Agreement terms for an additional year and to approve the following fiscal year FBPC Annual Marketing Plan & Budget. Per the FY 2015-16 Agreement, the Chamber and the FBPC are to present the proposed Annual Marketing Plan and Budget to the Community Development Committee (CDC) for their recommendations prior to presentation to the City Council for action. In addition, the FBPC is to present an annual progress report to the CDC "...to inform the Council's annual budget process and facilitate any necessary Agreement amendments" (see Attachment 1 2015-16 Agreement).

The FBPC's *2016-2017 Annual Marketing Plan & Budget* (Attachment 2) has been approved by the FBPC and approval will be considered by the Chamber Board in early May. Chamber and FBPC members will provide a report regarding FY 2015-16 promotion activities and accomplishments and will be present to answer questions about the FY 2016-17 budget. The CDC is also asked to consider amendments to the Agreement that are necessary to carry out promotional activities into FY 2016-17.

SUMMARY:

The current Professional Services Agreement (Agreement) between the City and the Chamber and the FBPC 2015-16 Marketing Plan & Budget were approved by City Council on June 22, 2015. The Agreement expires on June 30, 2016, and a new Agreement (or amended

Agreement) is needed to guide activities in FY 2016-17. In addition, each year's marketing plan and budget explains how current year funding allocations will be expended by the FBPC.

The FBPC has prepared and approved a 2016-2017 Marketing Plan & Budget based on the City's FY 2016-17 budget allocation for FBPC activities. The 2016-2017 Marketing Plan & Budget will be considered for approval by the Chamber in early May. Per the Agreement, the CDC is to make a recommendation to City Council regarding adoption.

Proposed TOT Measure and Impacts on Promotional Funding

On March 28, 2016, City Council directed staff to prepare a general tax increase measure for the November 2016 ballot to increase the Transient Occupancy Tax (TOT) by 2%. A companion advisory measure would provide non-binding direction as to how additional TOT funds should be spent. Per the ballot measure proposal, if the TOT measure passes in November 2016, the effective date of the TOT increase would be April 1, 2017, and the first new revenues would be collected in May 2017. The City Council's direction (based on their ad hoc committee proposal) is for the advisory measure to direct that one-half of the new revenues generated by the 2% increase be used for increased promotion and marketing in Fort Bragg. This would increase the City's marketing and promotion budget by about \$200,000 per year. As a comparison, the FY 2016-17 allocation to the FBPC is \$82,423, comprised of 4% of the FY 2014-15 TOT revenues, plus \$6,000 to cover one-half of the Chamber's annual administration cost.

City Council also directed that marketing and promotion should remain with the FBPC administered by the Chamber until or unless the TOT measure passes. If the ballot measure passes, the Council will revisit how future marketing and promotion of Fort Bragg should be delivered given the significant increase in funding.

The TOT proposal and City Council's direction complicates the annual renewal of the Chamber Agreement as well as adoption of the Annual Marketing Plan & Budget because, even though any TOT funding increases will not be realized until May 2017, a change in administration of the FBPC could be approved earlier than a full-year contract renewal period ending June 30, 2017.

Extension and Amendments to Chamber Agreement for 2016-2017

Since the original Agreement between the City and the Chamber for FBPC administration was approved in November 2010, an amended Agreement has been approved each year to extend the administration period and include the FBPC funding limits established in the annual City budget. In June 2015, the Agreement incorporated some significant changes to the Scope of Work to address concerns and to incorporate recommendations received from the community, Chamber, FBPC, and City Council. See **Attachment 3** for the agenda report for the June 22, 2015 City Council meeting which lists the various recommendations for changes to the Scope of Work. At that meeting, City Council approved keeping FBPC administration with the Chamber for FY 2015-16, and the Scope of Work changes recommended under item A(1) on the June 22, 2015 report were incorporated into the final 2015-2016 Agreement.

If the Chamber is to continue to administer the FBPC for FY 2016-17, a contract extension that includes the new Agreement end date as well as the budget and marketing plan for the Agreement period is required.

FBPC FY 2016-17 Marketing Plan and Budget

The FBPC has prepared and approved a FY 2016-17 Marketing Plan & Budget which is based on FY 2016-17 promotional expenses continuing to be overseen by the Chamber and implemented by the FBPC for the entire budget year. The overall budget is up \$8,853 (12%) from the prior year to \$81,423, as compared to the FY 2015-16 budget of \$72,570. The increase reflects growth in FY 2014-15 TOT revenues as compared to FY 2013-14.

The primary Goals are unchanged from prior years: (1) Increase TOT; (2) Generate Sales Tax Revenue; and (3) Enhance the Image of Fort Bragg. Significant changes in funding allocations for each goal as compared to the prior year are described below.

Goal 1: Increase TOT:

Proposed percentage of total funding is 67% as compared to 62% last year. Proposed methods in the budget year are similar to prior years but have been more clearly defined in the budget year to delineate promotion efforts between “off-line” and “on-line” promotion. As proposed, “off-line” tasks including Public Relations, radio ad campaigns and print media are allocated \$21,800. The total for “on-line” tasks including web-based blog, social media, and video productions, is \$30,200. A third category within the “Increase TOT” goal allocates \$3,000 to provide FortBragg.com website maintenance, administration and enhancements. The biggest change to Goal 1, is the “off-line” category allocation of \$14,800 to increase radio advertisements in key geographic areas (Bay Area, Sacramento, and inland northern California) to attract visitors in non-peak seasons. In the “on-line” category, a budget of \$5,000 for the cost of Facebook advertisement “boosts” has been added where, in prior years, only the cost of writing web and social media content was included in the budget.

Goal 2: Generate Sales Tax Revenue

Proposed percent of total funding is 15% as compared to 12% last year, with the \$12,000 budget allocated to the 4th of July contribution (\$3,000), Business Listing updates and communications (\$3,000), and a Shop Fort Bragg campaign (\$5,000). The primary change from the FY 2015-16 Budget is replacement of the shopping map task with a broad range of Shop Local efforts.

Goal 3: Enhance the Image of Fort Bragg

The proposed budget allocation of \$1,100 or 1.4% of the total budget is significantly reduced from the prior year because there is no FY 2016-17 allocation to purchase decorations. Last year, the budget included \$5,000 for banners and decorations.

Additional Considerations in Implementation of FBPC Marketing Plan/Budget

The FBPC has had ongoing difficulty in ensuring that Marketing Plans are implemented in a timely, efficient, coordinated and integrated manner. Committee members feel this is due, in large part, to reliance on volunteer Board members for implementation of the Plan. Contractors are typically hired to perform specific tasks but are not responsible for ensuring success of the entire Plan. The FBPC believes it would be more efficient and effective to have in-house Chamber staff perform promotion tasks and other coordination and implementation tasks that do not require specialized skills. Tasks that require specialized skills such as Public Relations contractor, social media analytics, and video production could be contracted to qualified professionals.

If promotional tasks are split in this manner, the proposed Budget has \$43,300 in non-specialized labor tasks, including \$12,000 for FBPC administration and \$31,300 for other tasks. The other non-specialized tasks would include radio ad development, blogs, social media, video placement, business directory maintenance and communication, and Coastal Monument meeting and promotion planning. Specialized labor tasks amount to \$13,800 and non-labor costs amount to \$24,323. **Attachment 4** provides the proposed 2016-17 Annual Marketing Plan & Budget in a table format with columns showing the costs that could be allocated to non-specialized labor, specialized labor, and non-labor tasks.

RECOMMENDATION:

1. Provide direction/recommendation as to whether Chamber administration should be contracted for the entire FY 2016-17 or whether a shorter administration period should be considered. This will affect the term and budget of the new Chamber Agreement that will begin July 1, 2016.
2. Provide direction/recommendation as to whether the FBPC Annual Marketing Plan & Budget should be adopted as presented or whether it should be modified for a partial year.
3. Provide direction/recommendation as to whether the FBPC should allocate non-specialized labor tasks to the Chamber.
4. Discuss next steps for FBPC administration if partial year approval of the Agreement and Annual Marketing Plan & Budget is recommended.

ATTACHMENTS:

Attachment 1- 2015-16 City-Chamber Professional Services Agreement

Attachment 2- 2016-17 FBPC Marketing Plan & Budget

Attachment 3- FBPC City Council Agenda Report of June 22, 2015

Attachment 4- 2016-17 FBPC Marketing Plan & Budget Table

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 22nd day of June, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and the Mendocino Coast Chamber of Commerce, a Domestic Non-Profit Corporation, ("Consultant").

RECITALS

WHEREAS, City has determined that it requires certain professional and promotional services from a consultant to help carry out a continuing and sustainable program of advertising and promotional activities designed to make known the advantages of Fort Bragg for recreation and business; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant represents and warrants that it will perform such professional and promotional services for the City in a manner that benefits all businesses within the City without regard to whether or not they are members of the Mendocino Coast Chamber of Commerce; and

WHEREAS, City allocates funding for promotional activities through its annual budget process using a portion of the Transient Occupancy Tax (TOT) collected within the City on activities intended to stimulate the local economy and generate additional TOT and sales tax revenues; and

WHEREAS, the legislative body of the City on June 22nd, 2015, by Resolution No. 3819-2015 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows:

Oversight of the Chamber Fort Bragg Promotion Committee ("CFBPC") which develops, prioritizes, implements and maintains an annual marketing plan and budget ("Marketing Plan") with the intent of promoting Fort Bragg, California as a

travel and retail destination for the express purpose of increasing spending within the City, generating additional tax revenue from increased travel and retail spending, sustaining and expanding tourism, and retaining income and employment within Fort Bragg. The Services are further described in Consultant's Scope of Work which is attached to and made a part of this Agreement as Attachment A. The Marketing Plan is further described in Attachment B, attached hereto.

2. TERM

The Agreement term will commence on July 1, 2015, and expire on June 30, 2016, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. An annual advance payment of funds budgeted by the City Council for Fort Bragg promotional activities will be made upon receipt of an "annual payment invoice" from Consultant.

As described in Exhibit A Consultants Scope of Work, Consultant financial reports must be submitted at least quarterly to the City and shall list the Services performed by Consultant and its subcontractors and the amounts paid for Services performed by Consultant and its subcontractors for direct costs. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$72,570 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. If this Agreement is to be extended beyond the initial Term, it is anticipated that this Agreement will be amended each year during the City's annual budget cycle to extend the Term and to establish the Not to Exceed Amount and the Administrative Cost Allocation, as defined below, for the following fiscal year.

Consultant will make all financial records associated with the services available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

In the event that Consultant does not fully expend or encumber all funds advanced within the annual or other Agreement period, Consultant will notify City of the overpayment within 30 days of June 30 and will either reimburse excess funding within 30 days of June 30 or will request reduction of subsequent funding advances by the overpaid amount.

4. ADMINISTRATIVE COSTS AND DIRECT COSTS

a. Consultant Administrative Cost Allocation. For the initial Term, Consultant administrative costs are included in and will be reimbursed from the "Not to Exceed Amount" described above at a flat fee rate of \$1,000 per month. For the Term, not more than \$12,000 of the Not to Exceed Amount will be allocated to "Administrative Cost Allocation" services, which are particularly described in Exhibit C, attached hereto.

b. Other direct costs, including payments for contractor services (at contract rates), payments for Chamber staff time for non-administrative activities, which shall be based on an hourly rate of \$45 per hour, and other expenses that are necessary to implement the Marketing Plan, shall not be included in the Administrative Cost Allocation, but will be reimbursed separately from the annual Not to Exceed Amount.

c. Prior approval of the CFBPC is required for direct costs incurred by Chamber staff and for subcontractor services performed in conjunction with implementation of the Marketing Plan. In addition, Chamber Board approval is required for all subcontracts, the cost of which will not be applied to the annual Administrative Cost Allocation, but rather will be reimbursed separately from the annual Not to Exceed Amount.

d. Chamber will include an itemized list of all costs not covered by the Administrative Cost Allocation in the quarterly financial reports to be provided to the City.

5. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 8 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by June 30, 2016 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

6. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract

Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including but not limited to the indemnity, the insurance requirements and the termination clause, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

8. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

9. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

10. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

11. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. **Workers Compensation Insurance.** Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION

DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

13. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

14. LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

15. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

16. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

17. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

18. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Linda Ruffing, City Manager. Consultant representative for purposes of this Agreement will be the Chamber Chief Executive Officer. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

CEO
Mendocino Coast Chamber of Commerce
217 South Main Street
Fort Bragg, CA 95437

Any written notice to City shall be sent to:

Linda Ruffing, City Manager
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, California 95437

19. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be

deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

20. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

21. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

22. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY
By: Linda Ruffing
Linda Ruffing
Its: City Manager

CONSULTANT
By: John Meyer SHARON DAVIS
John Meyer SHARON DAVIS
Its: Board Chairperson-
CHAMBER CEO

ATTEST:

By: June Lemos
~~Brenda Jourdain~~ June Lemos
Acting City Clerk

APPROVED AS TO FORM:

By:


Samantha W. Zutler, City Attorney

Exhibits: Attachment A – Consultant's Scope of Work
Attachment B – FY 2015-2016 Marketing Plan
Attachment C – Administrative Cost Allocation

Rev. 2014-03-10

ATTACHMENT A
CONSULTANT'S SCOPE OF WORK

The Chamber will provide Fort Bragg promotional services as follows:

- I. Fort Bragg promotion tasks will be delivered through use of a Chamber committee populated and operated in accordance with the following provisions:
 - A. For the purposes of this Agreement, and until or unless another name is assigned, the committee will be known as the Chamber Fort Bragg Promotion Committee (CFBPC).
 - B. CFBPC membership
 1. The CFBPC will be comprised of existing Chamber Fort Bragg Promotion Committee members as of June 30, 2015, who desire to continue to serve as carryover members as of the effective date of this Agreement and any future committee members who are appointed to serve.
 2. The CFBPC shall be comprised of five to seven members.
 3. New members may be recommended by the City, Chamber staff and Board members, and/or CFBPC members. After a recommended nominee has been approved for appointment by a majority vote of the CFBPC, new members must be appointed to serve on the CFBPC by the Chamber Board Chair. Final appointments shall be made only after a nominee has been recommended by a majority vote of the Chamber Board.
 4. If the Chamber Board of Directors designates a Board position for a lodging representative whose business is located within the city limits of Fort Bragg, that member will be expected to serve as a CFBPC member. Nominations for this position can be made by the Chamber Board or the CFBPC, and the nominee must be recommended by a majority vote of the CFBPC and the Chamber prior to appointment. To serve on the Chamber Board, a Director must be a Chamber Member in good standing.
 - C. As is the Chamber practice for committees, Standard Guidelines for the CFBPC, including but not limited to Goals, Desired Member Skills/Requirements, Expected Time Commitment, Duties, Grounds for Removal from Committee, and Election of Officers will be prepared by the CFBPC with the assistance of Chamber staff and submitted to the Chamber Board for approval.
 1. If the Chamber Board proposes substantive modifications to the Standard Guidelines for the CFBPC, such modifications will require an affirmative vote by a majority of the CFBPC prior to adoption by the Chamber Board.
 2. The Chamber shall ensure that CDBPC Standard Guidelines are available for viewing at the FortBragg.com website.

- D. In addition to Standard Guidelines, the CFBPC will operate pursuant to Fort Bragg Promotion Committee Bylaws. As of the Agreement date, current Bylaws are dated November 14, 2014. Changes to the Bylaws may be recommended and approved per Section X "Amendments" of the CFBPC Bylaws. After CFBPC approval, amendments to CFBPC Bylaws should be approved by the Chamber Board and City Community Development Committee prior to implementation. If the Chamber Board proposes substantive modifications to the CFBPC Bylaws, such modifications will require an affirmative vote by a majority of the CFBPC prior to adoption by the Chamber Board. CFBPC Bylaws shall not be changed such that they conflict with the Consultants Scope of Work.
- II. Chamber Bylaws and Chamber Committee Procedures and Guidelines include the following general practices:
- A. Chamber Chief Executive Officer (CEO) ensures that Chamber committees work within established budgets;
 - B. Chamber staff generally is present at monthly committee meetings and special meetings, and works with committee to ensure that meeting notices are prepared and distributed and to confirm attendance, location and time of meeting.
 - C. Chamber CEO and staff process check requests, compile expenditure reports, and perform other administrative duties as necessary to carry out work of the committee.
 - D. Committee chairpersons (and other members) make regular reports to the Chamber Board regarding progress of the committee.
- III. In addition to the general Chamber committee practices listed above, the Chamber will ensure implementation of the following practices specific to the CFBPC:
- A. The Chamber will ensure that regular and special meeting agendas are posted to the FortBragg.com website in a timely fashion once they have been also made available to CFBPC members; and that regular and special meeting minutes are posted to the FortBragg.com website once they have been approved or accepted by the CFBPC.
 - B. The Chamber will ensure that regular and special CFBPC meetings are open to the public except for discussions of confidential matters, and that meeting locations are timely publicized and clearly marked.
 - C. The Chamber will ensure that the FortBragg.com website provides information about the CFBPC including but not limited to links to this Agreement including all Exhibits, Annual Marketing Plans, Standard Guidelines materials, Bylaws, member lists, current and prior agendas and minutes, and other information to explain the CFBPC mission, role, and activities.
- IV. Reporting of CFBPC Activities
- A. The Chamber will provide financial reports at least quarterly to City staff that include itemized expenditures to date and remaining budget.
 - B. The Chamber and CFBPC will provide a mid-year progress report to the City Community Development Committee (CDC), including current CFBPC member

lists, marketing plans, budgets, accomplishments, goals and any barriers or problems in accomplishing the approved scope of work.

C. The Chamber and CFBPC will present an annual progress report that describes the accomplishments related to this Agreement to the CDC prior to presenting the progress report to City Council for approval.

1. The annual progress report will include the proposed Annual Marketing Plan and Budget ("Marketing Plan") for the next fiscal year, which will be presented to the CDC for their recommendation prior to submittal for City Council's review and approval.
2. The annual progress report to the CDC should occur in April of each year in order to inform the Council's annual budget process and facilitate any necessary Agreement amendments.

V. Specific activities to be implemented to accomplish Fort Bragg promotion include the following:

A. Fort Bragg promotion activities will be guided by annual Marketing Plans which will include marketing objectives, goals, strategies, key activities, and budget allocations.

1. The approved Fiscal Year 2015-2016 Marketing Plan attached to this Agreement (Exhibit B) will direct activities of the CFBPC (see Attachment 1 to this Exhibit). It is intended that there will be flexibility within the line item budgets established for particular tasks in the Marketing Plan. However the overall Goals and Strategies, as defined in the Marketing Plan, must be adhered to throughout the year. Any substantive modification to Goals and Strategies will require a contract amendment.
2. If this Agreement is amended such that it substantially remains in place in future years, Marketing Plans for periods beginning after June 30, 2016, will be developed by the CFBPC, presented to the Chamber Board for approval, and submitted by the Chamber to the City of Fort Bragg for review and approval in conjunction with the annual Agreement amendment process. Any changes to the Marketing Plan that are made by the Chamber Board will be brought back to the CFBPC for ratification prior to submission to the City.

B. Pursuant to Chamber bylaws and policies, all individual sub-contracts recommended by the CFBPC to accomplish and implement the annual Marketing Plan will require approval by the Chamber Board. Any substantive modifications to sub-contracts that have been recommended by the CFBPC shall require ratification by a majority vote of the CFBPC prior to final approval by the Chamber.

1. All sub-contracts recommended by the CFBPC will be finalized by Chamber in order to reflect standard Chamber contract language.

2. All sub-contracts are to be executed by the Chamber and the sub-contractor and should clearly indicate that the Chamber is responsible for contract implementation and monitoring.
 3. Requests for proposals for CFBPC sub-contractor positions should be publicized as much as practicable and should include clear selection criteria; and the Chamber should ensure adequate documentation of the selection process to promote fairness in award of contracts.
 4. All sub-contracts should include clear scopes of work, timelines, budgets, milestones, and accountability measures so that progress toward goals can be objectively measured and shortcomings can be timely addressed.
 5. All sub-contracts should include a standard termination clause.
- D. The CFBPC, with the oversight and assistance of Chamber staff, as needed, and approvals by the Chamber Board, as required, will perform the following tasks:
1. Develop annual Marketing Plans and associated budgets;
 2. Develop and assist with Chamber management of sub-contractor scopes of work, work plans, and budgets;
 3. Procure and recommend specific sub-contractors;
 4. Review and provide initial approval of contractor billings invoices subject to final approval and payment by Chamber;
 5. Recommend agenda items to the Chamber CEO and review and approve CFBPC meeting minutes;
 6. Ensure the FortBragg.com website is maintained and enhanced as needed to provide maximum promotional effectiveness.
 - a. Publicize, accurately maintain, and market the FortBragg.com Business Directory to ensure maximum participation and population of data by Fort Bragg merchants.
 - b. Ensure that postings to FortBragg.com follow established guidelines that have been approved by the Chamber Board and appropriate City committee.
 7. Provide regular reports to the full Chamber Board and participate with Chamber representatives in presentation of progress reports to City officials;
 8. Recruit additional and replacement CFBPC members to assist in carrying out the functions of the CFBPC.
- VI. If issues arise in the implementation of this Scope of Work that cannot be satisfactorily resolved by the CFBPC and Chamber staff, the matter(s) shall be referred to the City staff person who is responsible for administration of the contract. He/She will, in consultation with the City Manager, provide direction regarding resolution of the dispute. City staff may seek direction from the City's Community Development Committee if issues arise that involve policy-related matters.

ATTACHMENT B FY 2015-16 MARKETING PLAN

Fort Bragg Promotion Committee 2015-2016 One Year Marketing Plan and Budget

Primary Objective: To Stimulate the Economy of Fort Bragg

Goals:

1. Increase Transient Occupancy Tax (TOT)
2. Generate Sales Tax Revenue
3. Enhance the Image of Fort Bragg

STRATEGIES	METHODS	BUDGET
Goal 1: Increase TOT		
<i>Create and execute a comprehensive marketing campaign to attract visitors</i>	A. Promotion:	
	1. Marketing communications including email newsletter, blogs, FortBragg.com content, and web business directory promotion. <i>Contractor</i>	\$ 25,000.00
	1.A. Public relations (includes press-releases to PR Newswire, pitching stories and working with travel and food writers) <i>Contractor</i>	
	2. Social media development (includes but not limited to Facebook, Pinterest, Twitter.) <i>Contractor.</i>	\$ 6,000.00
	B. FortBragg.com:	
1. Site Administration (\$150 per month), periodic security reviews, updates. <i>Contractor.</i>	\$ 1800.00	
2. Enhancements of site. <i>Contractor.</i>	\$ 3,400.00	
	C. Advertising and Collaterals:	
1. Web Advertising, including promotion of a <i>Visit Fort Bragg Sweepstakes</i> , "Home of the New Coastal Trail and the Noyo Center's Blue Whale Skeleton".	\$ 8,500.00	
2. Develop print and radio advertisements and You Tube Video Promotions.		
Total Goal 1:		\$ 44,700.00
Goal 2: Generate Sales Tax Revenue		
<i>Support the generation of sales tax in Fort Bragg</i>	A. Fourth of July Celebration:	\$ 3,500.00
	B. Production of shopping map for Fort Bragg.	\$ 3,000.00
	C. Web Biz Directory Maintenance <i>Contractor.</i>	\$ 2,200.00
Total Goal 2:		\$ 8,700.00
Goal 3: Enhance Image of Fort Bragg		
<i>Brand Fort Bragg as a vibrant, evolving coastal community</i>	A. Decorations:	
	1. Manage supply and production of downtown banners and decorations.	\$ 5,000.00
	B. American Flag Display:	
1. Stipend for non-profit service club to install and remove flags (six holidays: President's Day, Memorial Day, Flag Day, Independence Day, Labor Day, Veteran's Day)	\$ 600.00	
C. Support the California Coastal National Monument as the Fort Bragg-Mendocino Gateway 1. Provide promotion and information about the CCNM 2. Conduct "Coordinating Partner" organizational duties	\$ 500.00	
Total Goal 3:		\$ 6,100.00
Administration		
	A. Chamber of Commerce Contract - administration	\$ 12,000.00
	B. Misc. expenses (postage, Constant Contact, server hosting etc.)	\$ 1,070.00
Total Administration:		\$ 13,070.00
TOTAL FY 2015-2016 Budget		\$ 72,570.00

Approvals: Chamber Fort Bragg Promotion Committee: Adopted 4/14/2015
Mendocino Coast Chamber of Commerce: Approved and adopted : _____
Fort Bragg City Council: Approved _____

ATTACHMENT C ADMINISTRATIVE COST ALLOCATION

The following tasks performed by Chamber staff will be compensated by the Administrative Cost Allocation, as referenced in Section 4 of the Agreement:

1. Attendance at CFBPC and required City meetings.
2. Periodic report preparation, as required in the Agreement.
3. Assistance with preparation and distribution of CFBPC agendas and minutes.
4. Contract review and preparation, invoice processing, budget tasks, and other indirect tasks as necessary to execute the Agreement.
5. Direct costs that may be incurred by the Chamber during implementation of the Scope of Work, including but not limited to purchase of supplies and materials and other expenses that are directly related to carrying out the Services.

RESOLUTION NO. 3819-2015

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH THE MENDOCINO COAST CHAMBER OF COMMERCE (CHAMBER) TO CARRY OUT FORT BRAGG PROMOTIONAL ACTIVITIES AND AUTHORIZING CITY MANAGER TO EXECUTE SAME UPON EXECUTION BY CHAMBER (AMOUNT NOT TO EXCEED \$72,570; ACCOUNT 110-4391-0319)

WHEREAS, the City Council has determined that it requires certain professional and promotional services from a consultant to help carry out a continuing and sustainable program of advertising and promotional activities designed to make known the advantages of Fort Bragg for recreation and business; and

WHEREAS, the Mendocino Coast Chamber of Commerce (Chamber) is fully qualified to perform such professional and promotional services by virtue of specialized experience and training, education and expertise of its principals and employees; and

WHEREAS, the Chamber is agreeable to providing services which include oversight of the Chamber of Commerce subcommittee known as the "Chamber Fort Bragg Promotion Committee"; and

WHEREAS, the Chamber affirms that it will perform these services for the City in a manner that benefits all businesses within the City without regard to whether or not they are members of the Mendocino Coast Chamber of Commerce; and

WHEREAS, the Professional Services Agreement, attached to this resolution as "Exhibit A" fully describes the scope of services that will be provided by the Chamber; and

WHEREAS, the Chamber has agreed to provide the aforementioned scope of services for a monthly fee of \$1,000 for administrative costs; and

WHEREAS, the Chamber has agreed to retain and disburse the funds that the City has budgeted for Fort Bragg promotions to implement the FY 2015-2016 Marketing Plan in coordination with the Chamber Fort Bragg Promotion Committee; and

WHEREAS, funds in the amount of \$72,570 were appropriated in the FY 2015-2016 Budget for this activity and sufficient funds are available for this contract; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. A contractual agreement with the Mendocino Coast Chamber of Commerce will provide for the effective and efficient administration of the City's promotional activities.
2. The collaborative partnership between the City of Fort Bragg and the Mendocino Coast Chamber of Commerce will take advantage of the natural synergies between the various entities tasked with promoting our community.
3. Funds in the amount of \$72,570 were appropriated in the City of Fort Bragg's FY 2015-2016 Budget for the Chamber for supervision and oversight of the CFBPC and for implementation of the FY 2015-2016 Marketing Plan, and these funds are available to be transferred to the Chamber.

**Fort Bragg Promotion Committee 2016-2017
One Year Marketing Plan and Budget
To Stimulate the Economy of Fort Bragg**

- Goals:** 1. Increase Transient Occupancy Tax (TOT)
2. Generate Sales Tax Revenue
3. Enhance the Image of Fort Bragg

STRATEGIES	METHODS	BUDGET
Goal 1: Increase TOT (Transient Occupancy Tax)		
<i>Create and execute a comprehensive marketing campaign to attract visitors and build brand awareness</i>	A. Off-line Promotion:	
	1. Public Relations - includes pitching stories and working with travel and food writers, bloggers and podcasters.	\$ 5,000
	2. Radio Ad Campaigns- Develop advertisements for the spring and fall (previous ads were on KYMX/CBS Radio Sacramento). Includes \$1800 placement labor plus hard costs.	\$ 14,800
	3. Print media - Fort Bragg rack card for distribution to MCTC, MCCC Visitor Center, neighboring chambers (FBPC will make camera ready).	\$ 2,000
	B. On-line Promotion: Marketing to Increase Social Media Audience and Website Traffic:	
	1. Blog: Use contractor or local writers to develop content. Work with local organizations to promote local events. Upload all blogs and news articles to Fortbragg.com (two blogs per week at \$100 per blog.)	\$ 10,000
	2. Facebook, Instagram, Twitter: Audience growth campaign for Facebook. Boost Posts/Facebook ads- develop and deploy ads. Website clicks- leverage blog content to increase awareness (includes \$5000 hard cost, \$6000 labor).	\$ 11,000
	3. Contracted Social Media Analytics (\$100 per month, 12 months.)	\$ 1,200
	4. Video productions	\$ 8,000
	C. Fortbragg.com:	
	1. Site Administration. Continued site enhancements. Periodic security reviews, updates. (\$150 per mo/ \$1800 annually for maintenance, plus \$1200 for enhancements).	\$ 3,000
TOTAL GOAL 1	\$ 55,000	
Goal 2: Generate Sales Tax Revenue		
<i>Support the generation of sales tax in Fort Bragg</i>	A. Fourth of July Celebration	\$ 3,000
	B. Constant Contact- Maintain business (email) listings and categorize listings, i.e.: retail, lodging, service, etc. Quarterly newsletters will be produced to enhance community relations and announce events to merchants.	\$ 4,000
	C. Shop Fort Bragg Campaign- Integrate multiple marketing platforms using Business Directory	\$ 5,000
	TOTAL GOAL 2	\$ 12,000
Goal 3: Enhance Image of Fort Bragg		
<i>Brand Fort Bragg as a vibrant, evolving coastal community</i>	A. American Flag Display: 1. Stipend for non-profit service club to install and remove flags (six holidays: President's Day, Memorial Day, Flag Day, Independence Day, Labor Day, Veteran's Day)	\$ 600
	B. Support the California Coastal National Monument as the Fort Bragg-Mendocino Gateway 1. Provide promotion and information about the CCNM 2. Conduct "Coordinating Partner" organizational duties	\$ 500
TOTAL GOAL 3	\$ 1,100	
ADMINISTRATION		
	A. Chamber of Commerce Contract - administration	\$ 12,000
	B. Misc. expenses (postage, Constant Contact, server hosting etc.)	\$ 1,323
	Total Administration:	\$ 13,323
TOTAL FY 2016-2017 Budget		\$ 81,423

Chamber Fort Bragg Promotion Committee: Adopted 4/26/2016

Mendocino Coast Chamber of Commerce: Approved and adopted _____

Fort Bragg City Council: Approved _____



AGENCY: City Council
MEETING DATE: June 22, 2015
DEPARTMENT: CDD
PRESENTED BY: J. Owen

AGENDA ITEM SUMMARY

TITLE:

RECEIVE REPORT AND CONSIDER APPROVAL OF FORT BRAGG PROMOTION COMMITTEE ANNUAL REPORT AND FISCAL YEAR 2015/16 MARKETING PLAN

ISSUE:

Since December 2010, the Mendocino Coast Chamber of Commerce (Chamber) has provided administrative support and oversight for the Chamber Fort Bragg Promotion Committee (CFBPC) per a Professional Services Agreement (Agreement) between the City and the Chamber. The original 2010 Agreement has been amended and extended each fiscal year end since December 2010 to adjust for new fiscal year timelines, funding, and updated Annual Marketing Plans, but no other terms have been altered.

On May 6, 2015, the Finance and Administration Committee (FAC) met with the FBPC members and members of the public to review the CFBPC 2015-16 Annual Marketing Plan and Budget and to discuss alternatives and suggestions for future administration of the FBPC. At the conclusion of the meeting, the FAC recommended that City Council continue to contract with the Chamber for administration of the FBPC. The FAC also recommended Council approval of the CFBPC 2015-16 Annual Marketing Plan and Budget. Additionally, after receiving input from FBPC members, staff, and community input, the FAC recommended a number of substantive changes be made to the Chamber Agreement Scope of Work to accommodate: 1) requests for greater transparency about meetings and activities; 2) clarity regarding member protocols; 3) closer oversight of contract management; and 4) improved Marketing Plan and Budget performance monitoring. Staff has prepared a new Agreement with the Chamber for Fiscal Year 2015-16 that incorporates the recommendations from the May 6, 2015 FAC meeting. The Agreement, which incorporates the 2015-16 Annual Marketing Plan and Budget as Attachment B, is a consent item on the June 22, 2015 Council agenda. Terms of the new Agreement are further discussed below. Per the terms of the Agreement, the CFBPC Annual Marketing Plan and Budget must be approved by the Chamber board, presented to the Finance and Administration Committee, and then considered for approval by City Council in conjunction with the City's annual budget process. The CFBPC and the Chamber of Commerce will be present at the June 22nd meeting to provide a report of the CFBPC's 2014-15 activities and proposed FY 2015-16 One Year Marketing Plan and Budget.

RECOMMENDED ACTION:

Approve Fort Bragg Promotion Committee Fiscal Year 2015-16 Marketing Plan and Budget.

ALTERNATIVE ACTION(S):

Recommend changes to the proposed FY 2015-16 Marketing Plan and Budget. Per the terms of the Agreement, any recommended changes would in turn need to be approved by the CFBPC and Chamber.

ANALYSIS:

As required in the current Chamber Agreement, the CFBPC and Chamber representatives met with

the FAC on May 6, 2015 to provide a Fiscal Year 2014-15 progress report and to present the draft "2015-2016 One Year Marketing Plan and Budget" (the Marketing Plan). Prior to reviewing the Marketing Plan, the FAC facilitated a vigorous and thoughtful discussion about suggestions to improve the City's promotional activities. The discussion included review of alternatives for administering promotional activities (in-house by the City or outside by the Chamber or some other entity) as well as specific recommendations for changes in how the Chamber administers the CFBC. Discussion points related to administration options and recommendations are provided below, followed by details of the proposed 2015-16 Marketing Plan.

A. Discussion and Recommendations for Administration of City Promotional Activities

The May 6, 2015 agenda report for the FAC meeting provided the following alternatives for future promotional activities:

- 1. Continue with Chamber management of the promotional budget and the FBPC with the following changes:**
 - a. Requests that Proposals for sub-contracts, as well as draft sub-contracts, be reviewed and approved by the FAC prior to issue.
 - b. All sub-contracts should include a termination clause.
 - c. All sub-contracts should include timelines, budgets, and accountability measures so that progress toward goals can be objectively measured and shortcomings can be timely addressed.
 - d. All sub-contracts should clearly indicate that the Chamber is responsible for sub-contract implementation and monitoring. FBPC members may assist the Chamber in sub-contract management, but the Chamber is ultimately responsible for sub-contracts.
 - e. The Chamber should use the Annual FBPC Marketing Plan and Budget as a tool to develop and plan monthly activities, timelines, expenditures, and goals. Progress towards timelines, expenditures, and goals should be evaluated at each FBPC meeting.
 - e. Current and prior FBPC meeting agendas and minutes should be posted at the FortBragg.com website.
- 2. Keep promotional dollars at the City and operate the FBPC as an advisory committee.**
 - a. This model would require dedicated City staff time to manage contracts and committee activities.
 - b. The FBPC fulfills an important role and should be retained as an advisory board to act as a liaison to the business community, to provide promotional expertise, and to provide information and advice regarding promotion activities and expenditures.
 - c. The Community Development Committee (CDC) would be an appropriate committee to oversee expenditure of promotional funds and to liaison with the FBPC.
 - d. The FBPC should be expanded to include up to 10 community members.
 - e. A Marketing Communications contract should be issued and managed by the City, through the CDC, to implement Fort Bragg promotion activities, to include public relations, web content development, and other activities approved in the annual marketing plan and budget.
 - f. Website development and maintenance will also require either dedicated City staff or issue of a new contract.

Due to limited staff resources that would hinder the City's ability to assume administration of the

promotion budget and FBPC management by July 1, 2015, combined with the Chamber and current FBPC willingness to implement transparency and other recommendations provided by the FAC, staff and members of the public, the FAC recommended that the Chamber should continue to manage the promotional budget and the FBPC. However, changes to the Chamber Agreement and Scope of Work were recommended. These changes have been incorporated into the Chamber Agreement Scope of Work, which is included as Attachment 1 (see June 22, 2015 Consent Calendar for the full Chamber Agreement, Exhibit A – Chamber Agreement).

Changes to the Agreement Scope of Work (see Attachment 1) to address concerns noted at the May 6, 2015, FAC meeting include the following:

1. Chamber of Commerce Standard Guidelines for committees, which have been required since the original 2010 Chamber Agreement was approved, will be posted at the FortBragg.com website. Per prior terms, Standard Guidelines include CFBPC Goals, Desired Member Skills/Requirements, Expected Time Commitment, Duties, Grounds for Removal from Committee, and Election of Officers (see Attachment 1, Section I-C).
2. Other documents that explain the purpose and activities of the CFBPC will be posted at the FortBragg.com website, including the Chamber Agreement, CFBPC Bylaws, Agendas, Minutes, Marketing Plan and Budget, and CFBPC member lists (see Attachment 1, Section III-C).
3. The Chamber will ensure that CFBPC regular and special meeting agendas are consistently and timely posted so that members of the public can access this information, and the Chamber is to ensure that meetings are open to the public, except for discussions of confidential matters (see Attachment 1, Section III-B).
4. The Chamber and CFBPC will provide regular reports to the City's Community Development Committee. Previously, the CFBPC reported to the FAC (Attachment 1, Section IV).
5. Clarification is provided to ensure that any sub-contracts procured and paid with CFBPC funding include sufficient oversight, standard terminology including termination clauses, and scopes of work that include timelines, milestones, and clear schedules of charges so that progress can be sufficiently monitored and accountability is ensured (see Attachment 1, Section V-B).
6. CFBPC's responsibility for maintenance of the FortBragg.com website is clarified to emphasize that all of its components, including the Business Directory, must be regularly and accurately updated (see Attachment 1, Section V-D).

Other terms of the Agreement and Scope of Work are substantially similar to the prior version. The new Agreement Recitals include a provision, also present in the prior version, that states "*Consultant represents and warrants that it will perform such professional and promotional services for the City in a manner that benefits all businesses within the City without regard to whether or not they are members of the Mendocino Coast Chamber of Commerce*", which addresses a concern raised at the May FAC meeting. Other terms addressed in the Scope of Work include description of the Chamber's administrative role and responsibilities, required approval processes, and reporting requirements.

B. 2015-16 Marketing Plan

The 2015-2016 Marketing Plan, included as Attachment 2, was adopted by the CFBPC on April 14, 2015, and approved by the Chamber Board on April 15, 2015. It was presented to the FAC on May 6, 2015, and the FAC did not recommend any changes to the proposed Plan.

The proposed 2015-16 CFBPC budget totals \$72,570, which is an increase of 7% (\$4,743) over the prior year budget. As in prior years, the CFBPC budget is comprised of:

- (a) 4% of the prior year Transient Occupancy Tax (TOT for 2013-2014) or \$66,570; plus
- (b) an additional City contribution of one-half of the annual Chamber Administration fee, equal to one-half of \$12,000 or \$6,000, which has been provided per the original Agreement and subsequent annual amendments since November 2010.

The format of the proposed 2015-2016 Marketing Plan is the same as adopted in prior years, with focus on three major promotional strategies:

- Goal 1: Increase Transient Occupancy Tax (TOT)
- Goal 2: Generate Sales Tax Revenue; and
- Goal 3: Enhance the Image of Fort Bragg

The CFBPC proposes to continue most efforts in place in prior years to implement the above strategies. A side-by-side comparison of the approved FY 2014-15 and draft FY 2015-16 Plan and Budget are included as Attachment 3. The most significant changes in the proposed FY 2015-16 implementation tasks and/or budget allocations include:

- In Goal 1-A, removal of the “coordination/implementation of FBPC activities” task. With limited staff resources, the FBPC proposes to focus its funding on promotion of activities rather than development and implementation of activities.
- In Goal 1-B, increase of \$900 to the FortBragg.com website enhancement line item, to provide for on on-going website improvements.
- In Goal 1-C, increase of \$5,500 in the Advertising and Collaterals budget to provide for development of new promotion efforts focusing on “Visit Fort Bragg”, the Coastal Trail, and Noyo Center.
- In Goal 2, removal of costs related to production of Special Events and substitution of development and production of a Fort Bragg shopping map.
- In Goal 2-C, reduction of budget for development of a product directory and change in effort to focus on enhancement and population of the FortBragg.com business directory.
- In Goal 3-A, increase in Decorations budget of \$2,000.

Other line items remain substantially the same as the prior year.

FISCAL IMPACT:

The CFBPC’s promotional activities have a beneficial fiscal impact as they focus on promoting Fort Bragg as a travel and retail destination for the purpose of increasing spending within the City and generating additional tax revenue, thereby sustaining and expanding tourism and retail income and employment within Fort Bragg. The formula for funding the CFBPC at 4% of Transient Occupancy Tax (TOT) has been in place since before the transfer of administration of the CFBPC to the Chamber. In addition to transfer of TOT, the City also provides funding for one-half of the \$1,000 per month CFBPC administration cost with the remainder funded from the CFBPC budget. This administrative funding provides a net fiscal benefit to the City because it has resulted in a significant reduction in City staff time devoted to CFBPC activities.

CONSISTENCY:

Funding and tasks included in the proposed CFBPC 2015-16 Marketing Plan and Budget are consistent with objectives and strategies included in the City’s Economic Development Strategy 2014-2019. Specifically, support for the CFBPC web-based activities is included in the Economic Development Strategy Priority 1: Jobs, Strategy 1.5, Tactic 3, re: the online Business Directory. Funding of the CFBPC is also recommended in Priority 2: Tourism, Strategy 2.2 “Continue to

Provide Excellent Tourism Marketing & Support Eco-Tourism (Ongoing); and in Strategy 2.4, regarding provision of downtown events.

IMPLEMENTATION/TIMEFRAMES:

If approved by City Council, the CFBPC Marketing Plan and Budget will guide Promotion Committee activities for FY 2015-16. The CFBPC budget is contingent upon City Council's adoption of the City budget on June 22, 2015. The necessary Agreement between the City and the Chamber of Commerce for continued administration of the CFBPC by the Chamber for FY 2015-16 is to be considered by City Council as a Consent Calendar item on this agenda, after adoption of the City's FY 2015-16 Budget.

ATTACHMENTS:

1. Draft Chamber Agreement Attachment 1 – Consultant's Scope of Work
2. Draft FBPC 2015-16 One Year Marketing Plan and Budget
3. Worksheet: FBPC Marketing Plan and Budget Proposed FY 2015-16 compared to FY 2014-15

NOTIFICATION:

1. Fort Bragg Promotion Committee members
2. Chamber of Commerce Board President Sam Kraynek

City Clerk's Office Use Only

Agency Action	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Approved as Amended
Resolution No.:	_____	Ordinance No.:	_____
Moved by:	_____	Seconded by:	_____
Vote:	_____		
<input type="checkbox"/> Deferred/Continued to meeting of:	_____		
<input type="checkbox"/> Referred to:	_____		

Fort Bragg Promotion Committee 2016-2017
One Year Marketing Plan and Budget
To Stimulate the Economy of Fort Bragg

STRATEGIES	METHODS	BUDGET	Contract Labor		Non-Labor Costs
			Specialized Labor	Specialized Labor	
Goal 1: Increase TOT (Transient Occupancy Tax)					
<i>Create and execute a comprehensive marketing campaign to attract visitors and build brand awareness</i>					
A. Off-line Promotion:					
	1. Public Relations - includes pitching stories and working with travel and food writers, bloggers and podcasters.	\$ 5,000	\$ -	\$ 5,000	
	2. Radio Ad Campaigns- Develop advertisements for the spring and fall (previous ads were on KYMX/CBS Radio Sacramento). Includes \$1800 placement labor plus station costs.	\$ 14,800	\$ 1,800		\$ 13,000
	3. Print media - Fort Bragg rack card for distribution to MCTC, MCCC Visitor Center, neighboring chambers (FBPC will make camera ready).	\$ 2,000	\$ -		\$ 2,000
B. On-line Promotion: Marketing to Increase Social Media Audience and Website Traffic:					
	1. Blog: Use contractor or local writers to develop content. Work with local organizations to promote local events. Upload all blogs and news articles to Fortbragg.com (two blogs per week at \$100 per blog.)	\$ 10,000	\$ 10,000	\$ -	\$ -
	2. Facebook, Instagram, Twitter: Audience growth campaign for Facebook. Boost Posts/Facebook ads- develop and deploy ads. Website clicks- leverage blog content to increase awareness (includes \$5000 hard cost, \$6000 labor).	\$ 11,000	\$ 6,000		\$ 5,000
	3. Contracted Social Media Analytics (\$100 per month, 12 months.)	\$ 1,200		\$ 1,200	
	4. Video productions	\$ 8,000	\$ 1,000	\$ 7,000	
C. Fortbragg.com:					
	1. Site Administration. Continued site enhancements. Periodic security reviews, updates. (\$150 per mo/ \$1800 annually for maintenance, plus \$1200 for enhancements).	\$ 3,000	\$ 3,000	\$ -	\$ -
TOTAL GOAL 1		\$ 55,000	\$ 21,800	\$ 13,200	\$ 20,000

Fort Bragg Promotion Committee 2016-2017
One Year Marketing Plan and Budget
To Stimulate the Economy of Fort Bragg

STRATEGIES	METHODS	BUDGET	Contract Labor		Non-Labor Costs
			Non-Specialized Labor	Specialized Labor	
Goal 2: Generate Sales Tax Revenue					
<i>Support the generation of sales tax in Fort Bragg</i>	A. Fourth of July Celebration	\$ 3,000	\$ -		\$ 3,000
	B. Constant Contact- Maintain business (email) listings and categorize listings, i.e.: retail, lodging, service, etc. Quarterly newsletters will be produced to enhance community relations and announce events to merchants.	\$ 4,000		\$ -	
	C. Shop Fort Bragg Campaign- integrate multiple marketing platforms using Business Directory	\$ 5,000	\$ 4,000	\$ -	
TOTAL GOAL 2		\$ 12,000	\$ 9,000	\$ -	\$ 3,000

Goal 3: Enhance Image of Fort Bragg					
<i>Brand Fort Bragg as a vibrant, evolving coastal community</i>	A. American Flag Display: 1. Stipend for non-profit service club to install and remove flags (six holidays: President's Day, Memorial Day, Flag Day, Independence Day, Labor Day, Veteran's Day)	\$ 600	\$ -	\$ 600	\$ -
	B. Support the California Coastal National Monument as the Fort Bragg-Mendocino Gateway 1. Provide promotion and information about the CCNM 2. Conduct "Coordinating Partner" organizational duties	\$ 500	\$ 500	\$ -	\$ -
	TOTAL GOAL 3	\$ 1,100	\$ 500	\$ 600	\$ -

ADMINISTRATION					
A. Chamber of Commerce Contract - administration		\$ 12,000	\$ 12,000	\$ -	\$ -
B. Misc. expenses (postage, Constant Contact, server hosting etc.)		\$ 1,323	\$ -	\$ -	\$ 1,323
Total Administration:		\$ 13,323	\$ 12,000	\$ -	\$ 1,323
TOTAL FY 2016-2017 Budget		\$ 81,423	\$ 43,300	\$ 13,800	\$ 24,323