

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 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. _____-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 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

CONSULTANT

By: _____

By: _____

Linda Ruffing

Its: City Manager

Its: _____

ATTEST:

[Attach Notary Page]

By: _____

Cynthia M. VanWormer, MMC
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. <u>Contractor</u>	\$ 25,000.00
	1.A. Public relations (includes press-releases to PR Newswire, pitching stories and working with travel and food writers) <u>Contractor</u> .	
	2. Social media development (includes but not limited to Facebook, Pinterest, Twitter.) <u>Contractor</u> .	\$ 6,000.00
	B. FortBragg.com:	
	1. Site Administration (\$150 per month), periodic security reviews, updates. <u>Contractor</u> .	\$ 1800.00
	2. Enhancements of site. <u>Contractor</u> .	\$ 3,400.00
	C. Advertising and Collaterals:	\$ 8,500.00
	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".	
	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 <u>Contractor</u>.	\$ 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.