



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR

Promotion of Fort Bragg, CA

The City of Fort Bragg issues this Request for Proposals to seek and retain a qualified firm or firms to promote the Visit Fort Bragg brand and position Fort Bragg as a premier destination on California's North Coast. The results of these efforts will benefit Fort Bragg's lodging, retail, restaurants and other businesses, residents and visitors to the city.

Background & Project Understanding

The City of Fort Bragg has been transitioning from a lumber town to a tourism destination for the past 17 years. This community of 7,000 residents is perched on the bluff tops overlooking the ocean in Mendocino County. The community offers many visitor-serving activities and facilities including:

- Beachcombing, bicycling, walking, hiking, fishing, horseback riding, ocean and river kayaking, small-town events and festivals, towering redwood forests and, of course, pristine accessible coastline;
- Visitor attractions include: the world-renowned Glass Beach, Skunk Train, Coastal Trail & Noyo Headlands Park, MacKerricher State Park, Noyo Harbor, the Mendocino Botanical Gardens, highly rated restaurants and breweries and dozens of soft outdoor adventure opportunities;
- A quaint downtown with a variety of specialty shops located in historic buildings;
- Countless opportunities to unplug and enjoy pristine landscape with family and friends or on your own without the crowds; and hotels, motels and bed and breakfasts for visitors with a variety of price points.

Year-round tourism is part of Fort Bragg's economy; however tourism peaks from June through September with many visitors from California's Central Valley and San Francisco Bay Area.

The City of Fort Bragg passed a Transient Occupancy Tax increase in 2016. A portion of the funds have been dedicated to marketing and promotions and are laid out in the Marketing and Promotions Plan. With this recent increase, Fort Bragg has a great opportunity to enhance, grow and improve its destination marketing efforts. The chosen firm(s) will have a unique opportunity to help conceptualize, establish and maintain a brand new identity for Fort Bragg as a premier tourism destination. While promotional efforts have been ongoing for several years, resources now exist to firmly establish a destination marketing program to include increased advertising, a new public relations program, a new leisure sales program, an enhanced website and improved infrastructure and management to support a highly successful effort.

In September 2017, the City hired a Project Manager to oversee the Marketing and Promotions Plan and work with the Visit Fort Bragg Committee (VFBC) to move the plan forward. The Project Manager is managed by the City of Fort Bragg and partners with the Visit Fort Bragg Committee who acts in an advisory role.

Each of the components of this RFP will be managed on a day-to-day basis by the Visit Fort Bragg Project Manager.

In May 2018, the Fort Bragg City Council reviewed recommendations on the marketing and promotions action plan management structure and passed a Resolution (#4093-2018) which included the following:

1. Establishing the VFBC as an advisory committee whose main task will be to assist in the preparation, presentation and overall strategy of an annual Marketing Plan and Budget and support the Project Manager and City Staff.
2. At the July 3, 2018 Community Development Committee meeting, seven VFB Committee members were appointed through an application and selection process and will represent the Fort Bragg tourism industry, with a focus on lodging and serving staggered, revolving terms.

Goals

Ultimately, our goal is to increase the local sales and transient tax revenues, and the overall success of our visitor-serving businesses, retailers and restaurants.

1. Increase overall visitation to Fort Bragg, specifically the shoulder seasons of Winter and Spring
2. Increase length of stay per visit
3. Increase visitor spending per day

Each Scope of Work attached will outline individual goals and objectives for that specific area.

Objectives

Information gathered in a 2017 survey has been used to help define Fort Bragg's brand and "story" and should be used to best meet the goals of Visit Fort Bragg.

The efforts should complement those of Visit Mendocino (Mendocino County Tourism Commission) and Visit California.

Key Metrics for success will be measured by:

1. Increased tourism spending
2. Increased gross lodging tax revenues
3. Increased gross sales tax revenues
4. Increased volume of first time visitors
5. Growth of off season visitation
6. Increased website and social traffic
7. Increased overall visitor engagement throughout all outreach channels
8. Increased stakeholder engagement throughout the Visit Fort Bragg program

Format for Responses

Respondents may present a single proposal for any number of the individual components of the Visit Fort Bragg family of RFPs, OR they may present a single proposal that includes the full scope of work expressed in all Visit Fort Bragg RFPs, OR a combination thereof. Regardless of how many individual components each applicant applies for, each proposal will be given equal consideration.

The ideal consulting firm(s) will have expertise in the field of destination marketing and a successful track record with the complexities of multiple public and private stakeholders. Additionally, ideal firms will have the energy, creativity and overall desire to work with the Project Manager as well as any other

contracted firms to create a comprehensive, unified, highly engaging and successful destination marketing program.

The scope of services may include tasks described in each separate document, as well as additional elements or modifications, which are recommended by the consultant to develop a promotional plan for Visit Fort Bragg.

RFP Schedule

RFP Release	July 17, 2018
Deadline for Written Questions	August 1, 2018
Proposals Due	August 13, 2018
Interviews	August 27 and 28, 2018
Selection	September 2018

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send 6 hard copies and one electronic copy of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on August 13, 2018 to:
City of Fort Bragg
Attention: June Lemos, CMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
2. Contents: Proposal shall contain the following information:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size rate of services, and length of time in existence.
 - B. Relevant Experience
Describe relevant experience working with other rural destinations in building and maintaining successful relevant promotional programs with proven results (i.e. return on investment). Also include any relevant experience working with other firms/partners resulting in a unified destination marketing effort.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project, as assigned their respective roles and a synopsis of relevant experience and what specific attributes they will bring to the overall program.
 - D. References
List of destinations or clients for whom similar work has been performed, with the name, title and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
 - E. Scope of Work
Provide an explanation of tasks associated with the project, including how you propose to complete each task and how you propose to evaluate results (i.e. return on investment).
 - F. Budget and Schedule of Charges
Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please provide examples of invoices and other relevant reports in relation to overall costs.
 - G. Work Schedule
Provide a time schedule for completion of work.
 - H. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in

Section 13 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

I. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Qualifications and experience of past destination marketing programs with a focus on partnership and establishment of the successful program(s).
- Schedule for completion of work.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the VFBC and/or the Fort Bragg City Council.

OTHER CONSIDERATIONS

The suggested budget amounts in the below Scope of Works reflect the approved three year Marketing and Promotions Action Plan which is through June 2020. The Action Plan is currently under review and is subject to change.

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed to:

Aspen Logan
Visit Fort Bragg Project Manager
416 North Franklin Street
Fort Bragg, CA 95437
(707) 964-9645
E-mail: aspen@mycolormill.com

ATTACHMENTS

Scopes of Work – Marketing and Advertising Services; Design/Creative Services; Public Relations; Social Media Content Creation and Website Design, Development and Deployment for FortBragg.com

Exhibit A – City's standard Professional Services Agreement

Exhibit B – Visit Fort Bragg Marketing & Promotions Action Plan

SCOPE OF WORK & PROJECT DESCRIPTION

Marketing and Advertising Services

Scope of Work

The scope of services shall include tasks described below, as well as additional elements or modifications, which are recommended by the consultant to promote Fort Bragg.

Plan, develop, execute and track results for Visit Fort Bragg's brand advertising program.

- **Marketing and Advertising Planning:** Develop recommendations for a marketing and ad plan that includes strategic direction, development and execution of the media plan as well as appropriate methods to measure the return on investment of the advertising and marketing program.
- **Media Buy:** Draft and execute the media plan including placement and optimization of placements including "add-ons" and other bonus placements through successful negotiation of the ad buys.

Advertising Objectives

Advertising should significantly increase awareness of the Fort Bragg brand to our target markets and drive increased traffic to the website to encourage and inspire visitors to Fort Bragg.

- Utilizing past research, further define appropriate target markets
- Drive increased traffic to the website to inspire visitation to Fort Bragg
- Encourage visitation year-round, but specifically in shoulder seasons
- Inspire people to extend their length of stay in Fort Bragg
- Collaborate with Visit Mendocino, North Coast Tourism Council, Visit California and others to maximize marketing opportunities including cooperative opportunities
- Determine efficient and effective media mix, recommending appropriate media
- Implementation of ROI programs to track progress and measure the effectiveness of the marketing program

Advertising Goals: Media Planning and Buying

- Leverage ad buys and increase exposure for Fort Bragg with publications featuring Fort Bragg
- Increase Fort Bragg's voice in travel pieces among its direct competitive destinations
- Strategic research based integrated marketing, media planning and buying recommendations
- Evaluate new media opportunities
- Monthly reporting, analysis and optimization recommendations including return on investment matrix

Competitive Benchmarking

- Define parameters for and provide reports on how Visit Fort Bragg compares to its competitors (such as Monterey, Santa Cruz, etc.)

Meetings and Presentations to Key Stakeholders

- Provide in-person updates and monthly reports. Meetings are intended to serve as opportunities to receive updates on social media efforts, seek client feedback on ways to improve efforts and meet goals, and to engage with key stakeholders.
- Will be expected to work directly with the VFB Project Manager.
- May be expected to meet with staff and attend stakeholder meetings.

Budget Details

The budget for this project is \$65,000.00 for all planning and media buys.

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered. There may be additional budget for these additions in 2019.

SCOPE OF WORK & PROJECT DESCRIPTION

Design/Creative Services

Scope of Work

The primary duties of the selected agency are to provide creative services including, but not limited to, marketing materials, design, internal/external communication pieces, and facilitation of production of these pieces.

- **Concept/Graphic Design, Development and Production:** Develop concepts and designs to best utilize the overall advertising and marketing efforts including the media plan within Visit Fort Bragg's Brand Strategy.

Creative Services Objectives

Advertising should significantly increase awareness of the Fort Bragg brand to our target markets and drive increased traffic to the website to encourage and inspire visitors to Fort Bragg.

- Work with the Visit Fort Bragg Project Manager and the Public Relations and Advertising consultant(s) to coordinate the design of print and web ad layouts
- Provide creative assistance with audio and video scripts
- Maintain electronic records of all pieces produced
- Provide creative assistance on attaining strategic goals
- Drive increased traffic to the website to inspire visitation to Fort Bragg
- Encourage visitation year-round, but specifically in shoulder seasons
- Inspire people to extend their length of stay in Fort Bragg
- Collaborate with Visit Mendocino, North Coast Tourism Council, Visit California and others to maximize marketing opportunities including cooperative opportunities
- Determine efficient and effective media mix, recommending appropriate media

Creative Services Goals

Develop and execute a multi-media advertising plan with a focus on the wider Fort Bragg area, representing all area attractions and activities.

- Develop and implement a media plan for specific markets
- Negotiate plan and execute creative/conception/production of ads
- Develop marketing campaigns (concept, information architecture, creative design, graphic design)
- Develop creative briefs as needed
- Define the overarching marketing communications strategy

Meetings and Presentations to Key Stakeholders

- Provide in-person updates and monthly reports. Meetings are intended to serve as opportunities to receive updates on social media efforts, seek client feedback on ways to improve efforts and meet goals, and to engage with key stakeholders.

- Will be expected to work directly with the VFB Project Manager.
- May be expected to meet with staff and attend stakeholder meetings.

Budget Details

The budget for this project is \$20,000.00.

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered. There may be additional budget for these additions in 2019.

SCOPE OF WORK & PROJECT DESCRIPTION

Public Relations

Public Relations Objectives

- Inspire people to visit and spend their time in Fort Bragg by promoting it as a premier destination on the coast of California
- Develop partnerships and co-marketing opportunities that drive a positive perception of Fort Bragg
- Help to increase Fort Bragg's overall voice in the tourism community
- Promote Fort Bragg as a year-round destination
- Build the overall Fort Bragg message in key target publics including:
 - Media (includes editors and producers in print, broadcast and online)
 - VIP travel opinion leaders
 - Out of county marketing partners to reach a broader audience including international markets when possible

Public Relations Goals

- Execute targeted public relations campaigns to generate feature articles, event listings and related publicity
- Leverage earned media
- Write and distribute press releases
- Create and execute special events designed for public outreach and media relations
- Monitor, collect, catalogue and report media results
- Create an official press kit and support materials
- Develop media familiarization tours
 - Facilitate and execute media familiarization trips. Provide advance press kits and follow up information to journalists. Document all media visitation for follow up, reporting and future outreach. Provide public relations training for local stakeholders as requested. Create and maintain internal database of visiting press in a digital format accessible by both agency and staff.
- Assist in the development of the annual marketing plan and year-end report
- Create a comprehensive editorial calendar
- Use media relations, public relations and marketing tactics to recruit consumers to book rooms and attend Fort Bragg activities
- Build partnerships and alliances to achieve these goals
- Assist in development of marketing promotions and in-market stunts in support of overall marketing calendar and key messaging and goals
- Extend the social media strategy by supporting communications messages through outreach to key influencers in the online sphere
- Create and maintain strong relationships with Visit Mendocino County and Visit California's public relations firms and efforts
- Establish and cultivate Visit Fort Bragg's image library for use with media

Meetings and Presentations to Key Stakeholders

- Provide in-person updates and monthly reports. Meetings are intended to serve as opportunities to receive updates on PR efforts, seek client feedback on ways to improve efforts and meet goals, and to engage with key stakeholders.
- Will be expected to work directly with the VFB Project Manager.
- May be expected to meet with staff, attend stakeholder meetings, and assist with events or guide press visits.

Budget Details

The budget for this project is \$35,000.00.

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered. There may be additional budget for these additions in 2019.

SCOPE OF WORK & PROJECT DESCRIPTION

Social Media Content Creation

Scope of Work

The scope of services shall include tasks described below, as well as additional elements or modifications, which are recommended by the consultant to continue the Fort Bragg social media campaigns.

This request is *only* for creation of content for social media campaigns – not ad buys or related expenses.

Visit Fort Bragg currently has a Facebook page, Instagram account, YouTube channel and Twitter account.

- Currently there are 63,000 followers on Facebook and 13,000 on Instagram, 48 subscribers on YouTube, 2300 followers on Twitter.

Social Media Objectives

The ultimate goal of our social media accounts is to inspire people to visit and engage with Fort Bragg. This can be accomplished by:

- Continuing optimization of social media accounts through brand building
- Continuing to develop Facebook, Twitter, Instagram and YouTube followers (or other tools, as appropriate)
- Inspiring people to visit and spend their precious time and money in Fort Bragg
- Encouraging people to engage with Fort Bragg through promotions and posts
- Inspiring people to extend their length of stay in Fort Bragg
- Inspiring and assisting visitors to reach out to friends and family to share their Fort Bragg experience

Content development should focus on the wider Fort Bragg area and represent all area attractions and activities. Content creation will consist of photography, short videos and written content to tell the story of Fort Bragg to the traveling public.

Specific content to be developed includes, but is not limited to, the following activities and locations: Glass Beach, the redwoods, downtown, recreation (land and water), cycle touring, beer tasting, the range of dining, farm to table dining, interesting people, arts and culture, area history, local events, etc.

Content may be used for website, collateral materials, press kits, ads, etc. and thus should be transferable to these different media with sufficient resolution.

Social Media Goals

- Use social media accounts to build VFB mailing list
- Increase social media outreach – conversion rates, audience engagement, etc.

- Increase Fort Bragg brand awareness and engagement with the brand as well as other Visit Fort Bragg initiatives
- Identify and engage with social media influencers who will enhance our brand and deliver our message to a broader audience
- Drive increasing traffic to the website including longer length of time on site and increased unique visitors
- Ongoing development of key emerging platforms – analysis of new and upcoming platforms, and keeping ahead of trends as necessary
- Suggest alternative or additional platforms to keep Visit Fort Bragg relevant in today's environment
- Create and maintain central database of content
- Engage with other social media efforts which will help Visit Fort Bragg meet its goals and accomplish its mission

Meetings and Presentations to Key Stakeholders

- Provide in-person updates and monthly reports. Meetings are intended to serve as opportunities to receive updates on social media efforts, seek client feedback on ways to improve efforts and meet goals, and to engage with key stakeholders.
- Will be expected to work directly with the VFB Project Manager
- May be expected to meet with staff and attend stakeholder meetings.

Budget Details

The budget for this project is \$32,000.00.

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered. There may be additional budget for these additions in 2019.

SCOPE OF WORK & PROJECT DESCRIPTION

Website Design, Development and Deployment for FortBragg.com

Scope of Work

The scope of services shall include tasks described below, as well as additional elements or modifications, which are recommended by the consultant to develop a new website for Fortbragg.com.

The website design and development effort will be managed on a day-to-day basis by the Visit Fort Bragg Project Manager.

The main goals of Visit Fort Bragg are to:

1. Increase overall visitation to Fort Bragg, specifically the shoulder seasons of Winter & Spring
2. Increase length of stay per visit
3. Increase visitor spending per day

Website Objectives

The goal of our new website should be to:

1. Inspire people to visit and spend their precious time in Fort Bragg;
2. Help people plan their trip to Fort Bragg including identifying activities, events, and businesses they will want to experience while in Fort Bragg and on the Fort Bragg coast;
3. Inspire and assist people to extend their length of stay in Fort Bragg;
4. Inspire and assist people to increase their spend while in Fort Bragg;
5. Help people find fun things to do once they are in Fort Bragg;
6. Increase the number or repeat visits to Fort Bragg; and
7. Help visitors use Facebook, Instagram and other social media tools to reach out to friends to share their Fort Bragg experience.

Ultimately, our goal is to increase the City's Transient Occupancy Tax (TOT) and the overall success of our visitor-serving businesses, retailers and restaurants.

There are approximately 8.5 million people within a four-hour drive of Fort Bragg, including: Sacramento south to the Central Valley; the greater Bay Area; and Northern Nevada. Fort Bragg's primary feeder markets are vast and varied.

The new Website should complement the efforts of Visit Mendocino and Visit California.

Specific web metrics to be achieved within the first year after the new site launch include:

- Increase current subscriber list of 250
- Increase unique visitations to site from average 15,000 monthly
- Decrease bounce rates from the average 70%

New Website Functionality Requirements

The website proposal should include the cost and scope of work for the following minimum website functionality:

- Non-proprietary Content Management System (CMS)

- An easy-to-use CMS – ability to make necessary edits, additions and deletions throughout the website
- Intuitive navigation
- Clean and focused design
- All applicable content imported from current site
- Optimized with SEO best practices
- A blog set up, but no content executed by web developer
- Social media integration (share buttons, follow buttons, etc.)
- Email sign-up form
- Have complete functionality with all kinds of mobile devices (phone & tablet size)
- All code should be highly commented, such that future developers can work on the code immediately
- Entire site should be accompanied by documentation, outlining all back-end features for staff as well as code decisions for future developers

Optional Functionalities/Wish List

The City would like to include the following additional functionalities in our new website, depending on how these elements would impact timeline and/or budget. Please provide cost for these elements separately, and note if any additional design or development time would be required.

- Dynamic blog feeds throughout website
- Interactive map of City
- Advanced SEO work
- Interactive or static trip itineraries
- A calendar of City events
- We would like advice on whether to list lodging partners and/or a shopping and dining directory
- We would like recommendations on how to approach booking lodging in the event that lodging directory is included

Budget Details

The budget for this project is \$65,000.00 for the website.

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered. There may be additional budget for these additions in 2019.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__ by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and _____ name, /address _____, a _____ ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to _____;
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, the legislative body of the City on _____, 20__, by Resolution No. ____ - 20__ 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. CONTRACT DOCUMENTS

This Agreement consists of the following documents, all of which are incorporated into and made a part of the Agreement:

- a. Professional Services Agreement;
- b. Consultant's Proposal (Exhibit 1)

2. DESCRIPTION OF SERVICES OR SCOPE OF WORK

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

The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit 1. Changes in the scope, character, or complexity of the Services, if such changes become desirable or necessary as the work progresses, shall be agreed upon by both parties in a written change order. For special cases where it is essential that the extra work be performed

immediately, execution of a change order or amendment to the Agreement covering the changes shall be completed as soon as possible.

3. TERM

The Agreement term will commence on _____, and expire on _____, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

4. PAYMENT TERMS

a. City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal.

b. NOT TO EXCEED CONTRACT: In no event will the City's obligation to pay the Consultant under this Agreement exceed \$_____ (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. The Not to Exceed Amount includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the Consultant in completing its Services under this Agreement.

c. TIME AND MATERIALS CONTRACT: Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. The Consultant shall be paid \$_____/hr, or where multiple rates involved, according to the rates set forth in the Consultant's proposal. Additionally the Consultant shall be compensated for materials necessary to provide the Services provided for herein, anticipated materials which should be identified in the Consultant's proposal.

d. In accordance with California Government Code § 8546.7, if this Agreement 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 four (4) years after final payment under the Agreement.

e. COST PRINCIPLES. The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. Also the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are also included in this Agreement. This also applies to all subcontracts in excess of \$25,000.

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 _____, 20__ (the "Time of Completion"). The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and 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

a. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted out without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

b. Any subcontract in excess of \$25,000 entered into by the Consultant relating to this Agreement shall incorporate by reference all of the provisions of this Agreement and make them applicable to said subcontractor.

c. Consultant will be solely responsible for payment of such subcontracted Services.

d. Any substitution of subcontractors must be approved in writing by the City's Contract Manager.

e. Subcontractors are 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 must agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, 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.

f. If the Consultant uses subcontractors, it must comply with Civil Code § 8814 and all other California law relating to the prompt payment of subcontractors.

8. RECORD RETENTION

For the purpose of determining compliance with Public Contracts Code §§ 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, §§ 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code § 8546.7, the Consultant, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, City, Federal Highway Administration ("FHWA"), or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant and its subcontractors that are pertinent to the Agreement for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

9. 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. The Consultant should not substitute key personnel (Project Manager and others listed by name in the cost proposal) or subcontractors without prior written approval from the City. The Consultant must request and justify the need for the substitution and obtain approval from the City prior to use of a different subcontractor on the Agreement. The proposed substituted person or subcontractor must be as qualified as the original, and at the same or lower cost.

c. If this Agreement includes engineering services, the Consultant's Project Manager must be a registered Engineer in the State of California.

d. 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.

10. 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.

11. 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.

12. 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, attorneys' fees and costs and litigation costs) (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 but excepting the sole negligence or willful misconduct 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.

13. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: (1) 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 (2) 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. For the Term of this Agreement, Consultant, at its own cost and expense, must maintain: (1) commercial general liability insurance 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; and (2) automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit coverage. 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 by 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.

I. 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.

14. 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, gender, sexual orientation, 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, gender, sexual orientation, or age.

15. FAIR EMPLOYMENT PRACTICES ADDENDUM AND NON-DISCRIMINATION ASSURANCES

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as recipient deems appropriate.

16. DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a DBE goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are to be included in the consultant contract.

17. 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.

18. CONSULTANT REPORTS AND/OR MEETINGS

a. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

b. The Consultant's Project Manager shall meet with the City's Contract Manager, as needed, to discuss progress on the contract.

19. DOCUMENTATION, OWNERSHIP OF WORK PRODUCTS, AND TREATMENT OF DOCUMENTS

a. Consultant shall document the results of the work to the satisfaction of the City, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the agreement objectives.

b. The Consultant shall sign all plans, specifications, estimates, and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

c. 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 consultation 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.

20. DISPUTES

a. Any dispute, other than an audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a

committee consisting of the City's Contract Manager and the City Manager, who may consider written or verbal information submitted by the Consultant.

b. Not later than thirty (30) days after completion of all work under the Agreement, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

c. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

d. Should a dispute not be resolved by the procedures set forth above, then the parties must mediate the dispute before a mutually agreed upon neutral within ninety (90) days of the completion of all Services under the Agreement. If mediation is not successful, the Consultant and City may pursue all rights and remedies available under California law.

21. TERMINATION AND REMEDIES

a. City or Consultant may terminate this Agreement for convenience by giving at least 30 days written notice to the other party specifying the termination effective date. Upon receipt of such notice from City, 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.

22. 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 their 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.

23. REPRESENTATIVES

a. City Contract Manager for purposes of this Agreement will be _____. Consultant's 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:

[CONSULTANT'S NAME, ADDRESS]

Any written notice to City shall be sent to:

[NAME]
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

24. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements between the parties, 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.

25. COVENANT AGAINST CONTINGENT FEES, REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

a. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement; and that it has not paid or agreed to pay any company

or person other than a bona fide employee any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this covenant, the City shall have the right to annul this agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

b. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

c. The Consultant warrants and represents that it has not participated in any lobbying activities.

26. 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 *et seq.* 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.

27. 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.

28. 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.

29. 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 WHEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

CONSULTANT

By: _____

By: _____

Tabatha Miller

Its: City Manager

Its: _____

[Attach Notary Acknowledgment Page]

ATTEST:

By: _____

June Lemos, CMC

City Clerk

APPROVED AS TO FORM:

By: _____
Russell Hildebrand
City Attorney

Exhibit 1: Consultant's Proposal

Visit Fort Bragg

Marketing & Promotions Action Plan

June 12, 2017

Promote Fort Bragg's vibrant tourism economy, strengthen the Fort Bragg tourism experience, and increase hotel revenues.

Proposed Action	2017/ 18	2018/ 19	2019/ 20	Comments
1. Branding – <i>Defines the vision, story and look and feel of all marketing materials</i>				City will release a Branding RFP in June to hire a branding consultant to complete this activity in 2017.
<ol style="list-style-type: none"> 1. Create the vision and define the Fort Bragg brand (the story and experience); 2. Create a logo, tag line, style guide and story that define Fort Bragg's brand; 3. Provide art/creative direction as part of the management of all promotional activities (website, advertisements, PR, collateral, etc.) so that all efforts follow the brand on a year-to year going forward basis; and 4. Work with tourism-related businesses to integrate the brand into their websites and printed materials. 	\$35,000 (+/-20%)	\$8,000 (+/-20%)	\$8,000 (+/-20%)	
2. New Website - The website is the central marketing tool to inspire and influence visitors to stay in Fort Bragg				\$12,302 contract with Chamber for first 6 months. City will release an RFP in July to hire a consultant to complete this
<p>The website should <i>be redesigned and rebuilt</i> to:</p> <ol style="list-style-type: none"> 1. Incorporate the new brand; 2. Effectively market the Fort Bragg experience through story, photography and video; 3. Optimize interest in Glass Beach and the Skunk Train to leverage visitation as these are unique to our community; 4. Include a fully populated calendar of special events & activities; 	\$12,302 (Contract) \$65,000 (+/-20%)	\$15,000 (+/-20%)	\$15,000 (+/-20%)	

5. Include visitor information to maximize visitor experience once they arrive; 6. Include a partners' page that highlights all Fort Bragg lodging; 7. Include a shopping and dining directory; 8. Include model itineraries, newsletter, etc. 9. Maximize on new interactive features for "visit" websites. Model websites include: www.santacruz.org ; www.visitmaine.com www.seemonterey.com				activity in 2017/2018.
3. Interactive & Social Media Marketing - Social media can be used to reach a vast array of potential visitors and drive visitors to FortBragg.com and the area				Contract with Chamber of Commerce through 6/2018
1. Continue to optimize social media through brand building, paid search, social media, e-blasts, and video. 2. Continue to develop Facebook, Twitter, Instagram, blog and YouTube content/followers. <i>Collaborate with partners on postings and links.</i> 3. <i>Word of mouth is the most important promotional activity. Help word of mouth flow with Social Media.</i>	\$48,148 (contract)	\$50,000 (+/-20%)	\$50,000 (+/-20%)	
4. Content (word/Photo/Video) - Content development is a critically important component within the marketing mix for building awareness of Fort Bragg and its position as a comprehensive and enticing North Coast destination.				Part of Website development effort in 2017/18
Content development should focus on the wider Fort Bragg area and represent all area attractions and activities. A series of video, photography and written content will tell the story of Fort Bragg to the traveling public. Content is used for website, collateral materials, press kits, ads, etc. 1. Potential story ideas include: unique things to do; area history and things to see; food, wine and beer; and recreation (land and water based). 2. Develop <i>and acquire from partners and</i> through local competitions - photography and videos that depict the Fort Bragg area visitor experience 3. Develop 2 and 3 day model itineraries for the Fort Bragg area 4. Develop content regarding: Glass Beach, the redwoods, downtown, <i>recreation (land and water), cycle touring, beer tasting, the range of dining, farm to table dining, interesting people, arts and culture, area history, etc.</i>	\$10,000 (+/-20%)	\$10,000 (+/-20%)	\$10,000 (+/-20%)	
5. Advertising - Advertising messages should increase awareness and drive consumers to the website to be influenced to plan a trip to Fort Bragg.				This activity will ramp up in 2018, once the website and branding are
1. <i>Design & Install Fort Bragg Sign on Highway 101 north-bound – Willits exit.</i>	\$15,000	\$50,000	\$50,000	

<p><i>Consider installation of south-bound travel as well.</i></p> <ol style="list-style-type: none"> Develop and implement a media plan of advertising for specific target markets, demographic and niche segments. <i>Media plan should include placement in a variety of media, including adds in search, Instagram/Facebook, magazines, Hulu, radio, cinema.</i> Target markets could include: <i>Sacramento Valley, Bay Area and beyond (perhaps desert areas in Texas, Arizona, Nevada), international travelers. Demographic targets include: families, retirees, millennials, travelers with pets, outdoor lovers.</i> Drive potential visitors to the new website by making it the primary call to action in every ad and communication piece. Create advertisements with messages and photos that effectively promote all Fort Bragg area attractions, <i>such as Glass Beach, Coastal Trail, Harbor & water sports, Downtown shopping, dining, Skunk Train, Botanical Gardens, redwoods, hiking trails, surfing, art, music, special events, beach events, camping, etc.</i> Market Fort Bragg's central location for easy access to <i>Mendocino, Redwoods, Wine tasting in Anderson Valley, etc.</i> Work on cooperative marketing opportunities with the Mendocino County Tourism Commission to leverage funds. Advertise all year round, as people plan their vacations well in advance of the vacation season. Advertise based on desired results: increase occupancy in shoulder season, increase Average Daily Room rate in high season. 	(+/-20%)	(+/-20%)	(+/-20%)	complete.
6. Public Relations & Media Outreach - Placement of stories, images and video in web and print media build the brand to a larger audience and geographical area. Goal is to drive traffic to Visit Fort Bragg website through media coverage, generate press of Fort Bragg in targeted regional markets (Bay Area & Sacramento Area) and generate destination-specific stories in travel, lifestyle and niche media.				This activity will ramp up in 2018/19, once the website and branding are complete.
<ol style="list-style-type: none"> Develop a great press kit with interesting stories, pitch, great video, etc. Develop new story ideas that differentiate Fort Bragg and story angles that expressly support mid-week and off-season travel. <i>Press kit could include 1-pagers about key attractions/activities.</i> Development media familiarization (FAM) tours to inform travel and activity writers, <i>blog writers and social media influencers</i> to develop media about Fort Bragg. (Trips can be individualized or group.) Tours would include recreational 	\$5,000 (+/-20%)	\$30,000 (+/-20%)	\$30,000 (+/-20%)	

<p>activities, special events, arts & culture activities over a 2-3-day itinerary. The City would arrange hotel rooms, meals and media passes to key activities focused on the writer's interests and arrange meetings with key tourism contacts.</p> <p>3. Provide ongoing fulfillment of information requests, story ideas, photos and video to media writers. Send press releases and images to Visit California to include in their content development efforts.</p> <p>4. Attend at least one Visit California media event annually.</p> <p>5. Leverage ad buys and increase exposure for Fort Bragg by sending press releases or specific stories that fit editorial calendar to publications that feature Fort Bragg ads.</p> <p>6. Increase Fort Bragg's voice in travel pieces among its direct competitive destinations.</p>				
7. Collateral materials - are used to attract potential visitors to Fort Bragg and to assist visitors once they arrive to maximize their experience.				This activity will ramp up in 2018/19, once the website and branding are complete.
<p>1. Design collateral pieces and distribute through local hotels & California Welcome Centers in Northern California.</p> <p>2. Develop visitor maps (downtown and regional)</p> <p>3. <i>Develop model itineraries for pet vacations, bike vacations (Pacific bikeway), families, romantic get-away, sports fishing, etc.</i></p> <p>4. <i>Design, manufacture and install downtown and Main Street banners</i></p>		\$9,000 (+/-20%)	\$15,000 (+/-20%)	
8. Special Events, Tours and Attractions – Special events, tours and attractions broaden the appeal of Fort Bragg, attract new visitors to the area, and strengthen the visitor experience and thereby extend stays.				To be completed by local non-profits & Visit Fort Bragg Committee
<p>1. <i>Develop downtown events and expand events into the downtown (block parties, First Friday, a weekend farmers market)</i></p> <p>2. <i>Develop downtown walking tours (mural/art tour, history tour, garden tour, QR code historic photo tour).</i></p>		\$15,000 (+/-20%)	\$20,000 (+/-20%)	
<p>3. <i>Develop more things for people to do, especially evening activities: need a venue for music, dancing, events, weddings.</i></p> <p>4. Develop shoulder season special events for the Noyo Headlands Park and Coastal Trail: for example a <i>marathon</i>, a chalk art festival, <i>sand castle competition</i>, etc.</p> <p>5. Develop local compliments to county-wide events to increase overnight visitation (Mushroom and Wine Festival, Mendocino Music Festival and Mendocino Film</p>			\$5,000 (+/-20%)	

<p>Festival). Capitalize on local area events such as Willits' Kinetic Carnival and Frontier Days, Ukiah's Pumpkin Fest and Summer concert series, Visit California's Restaurant Month, etc.</p> <p>6. Co-promote current events (Paul Bunyan Days, Whale Festival, Salmon BBQ, Abalone Festival, 4th of July Fireworks and Crab and Wine Festival) to broaden the appeal of Fort Bragg and to increase return visits. Mine existing events for cross marketing contacts.</p> <p>7. Promote all local (Whale Run, Noyo Run, Beer Festival, Carnival, Flynn Creek Circus, Kite Festival, Car Show, First Friday, Holiday Lights Parade, Festival of Lights, Art in the Gardens, Rhododendron Show, Cinco de Mayo, April Fools dance festival) and regional events through Fort Bragg's media platforms.</p>				
Subtotal – Marketing & Promotions Consultant Costs	\$190,450	\$187,000	\$198,000	
9. Project & Contract Management – Manage promotions and marketing efforts				Cost will depend on implementation strategy. \$12,000 contract with Chamber for first 6 months. Cost estimate assumes a local contracted Project Manager.
<p>1. Solicit, select and manage all consultants to complete tasks 2 through 9, including: develop all RFPs, negotiate contracts, manage consultants and work product, process invoices, evaluate performance, etc.</p> <p>2. Administer the Visit Fort Bragg Committee;</p> <p>3. Report to City Council; and</p> <p>4. Update the <u>Promotions & Marketing Action Plan</u> on a bi-annual basis with stakeholder input.</p>	<p>\$ 12,000 (Contract)</p> <p>\$18,000 (+/-20%)</p>	<p>\$30,000 (+/-20%)</p>	<p>\$30,000 (+/-20%)</p>	
10. Retreats & Business Meetings – Business retreats and meetings could provide needed week day demand.				To be completed by local consultant
<p>1. Work with corporate meeting planners and hotels to attract a variety of off-site business and corporate meetings to Fort Bragg. Focus on team-building, board of director, and project meetings. Meeting packages could include facilitation of cycling tours, kayak tours and beer tasting. Partner with area distilleries for tour packages.</p> <p>2. Market to Sonoma, Marin Sacramento, San Francisco County high tech companies for off-site meetings.</p>				
11. Tourism Industry Communication – engage in ongoing communication with local stakeholders to keep them informed and involved in promotional efforts and activities.				To be completed by local Project Manager
<p>1. Monthly email to all stakeholders. Annual report and in-person visits with lodging.</p> <p>2. Annual tourism luncheon (summit) to inform and educate the tourism serving</p>	<p>\$1,000 (+/-20%)</p>	<p>\$2,000 (+/-20%)</p>	<p>\$3,000 (+/-20%)</p>	

<p>industry & community about the performance of tourism in the local economy. This luncheon could include a review of past years' tourism activities, a guest speaker from within the industry, networking opportunities for attendees, brainstorming on activities for upcoming year, etc.</p> <p>3. Gather story ideas from local businesses for promotional activities.</p>				
12. Leisure Sales & Trade Shows				To be completed by Visit Fort Bragg Committee and local Project Manager
<p>1. Develop a trade show booth.</p> <p>2. Attend consumer trade shows that focus <i>on rural and costal tourism</i>. Attend the Bay Area Travel and Adventure show and the Sacramento International Sportsman's Expo Show. Develop and distribute trade show giveaway items that promote the Fort Bragg brand. Develop an email database that can be used for future marketing efforts. Support the North Coast Tourism council's efforts to increase international visitors to Fort Bragg.</p>	\$2,500 (+/-20%)	\$15,000 for booth (+/-20%)	\$3,000	
13. Strategic Alliances - Alliances and partnerships can leverage Fort Bragg's resources. Utilize the entire 95437 potential.				To be completed by Visit Fort Bragg Committee and local Project Manager
<p>1. North Coast Tourism Council includes tourism organizations from around the North Coast region. It is designed to attract visitors to the entire region with a focus on international visitation.</p> <p>2. Mendocino County Tourism Commission (MCTC) is responsible for promotion of the county including Fort Bragg. Fort Bragg can work with the MCTC to leverage public relations, leisure sales, and advertising efforts.</p> <p>3. Leverage resources by cooperating with regional organizations, like Visit Ukiah.</p> <p>4. Arts and Culture Organizations to connect visitors with the local community and provide an authentic experience.</p>		\$2,000 (+/-20%)	\$2,000 (+/-20%)	
14. Research Evaluation & Measurement – Evaluate performance to track and improve effectiveness.				To be completed by Visit Fort Bragg Committee and local Project Manager
<p>Evaluation should focus on: 1) program outcomes (such as website analytics); 2) the Return on Investment of the funds spent for marketing/promotion; and 3) destination performance (occupancy rates and TOT revenues).</p> <p>Develop and distribute a Fort Bragg measurement dashboard and annual report. This dashboard and annual report should be comprehensive and include all measurements available for the destination including:</p> <p>1. Website and social media analytics.</p>		\$12,000 (+/-20%)	\$12,000 (+/-20%)	

2. Number of brochures/collateral material distributed in and out of market.				
3. Number of articles and media placements.				
4. Fort Bragg-wide lodging performance data: total room revenue, occupancy, and total T.O.T. collected.				
5. Continue to implement periodic visitor profile studies as well as market and advertising awareness studies designed to provide fresh, new information that reflects a changing marketplace.				
Subtotal - Project Management and Local Promotions Activities		\$33,500	\$61,000	\$50,000
	Contingency	\$20,050	\$32,000	\$32,000
	Total Cost	\$242,000	\$280,000	\$290,000

Recommendations for improving Fort Bragg as a tourism Destination that are not part of a marketing effort but that could be addressed, include:

1. Strengthen and make Glass Beach more sustainable. Explore glass replenishment, visitor education and enforcement options.
2. Investigate a Main Street America Program in Fort Bragg to revitalize downtown and make it more of a destination.
3. Develop a retreat meeting facility to support retreats and corporate meetings.
4. Work with Mendocino College and other training organizations to host hospitality and customer service training for hospitality industry (hotels, restaurants, retail) in Fort Bragg to improve the Fort Bragg visitor experience.
5. Help hotel industry understand and apply demand based pricing, which is the #1 trend in the industry. This allows a property to increase ADR and occupancy and it's the best way to compete with AirBnB.
6. Work with cell phone and telecom companies to improve broad band, free Wi-Fi and cell service in Fort Bragg.
7. Develop affordable housing for hospitality sector employees.