

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement"), is made and effective as of June 14, 2022, between **VERDIN MARKETING INK, CO.**, a California corporation ("Consultant"), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2022 and shall remain and continue in effect until June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the sole option to extend this Agreement for one (1) year. If the City elects to exercise the option, it shall give written notice not later than March 31, 2023. All terms and conditions of this Agreement shall continue to be applicable during said extension unless the parties mutually agree in writing upon any changes.

2. SERVICES

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant's Proposal dated May 13, 2022, attached hereto as Exhibit "A," and incorporated herein by this reference.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement. Mary Verdin shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors or any entity or individual that Consultant shall bear the legal liability thereof in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for

which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligations to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C," attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding regarding this Agreement and the work performed thereunder. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Whitney McDonald, City Manager
300 E. Branch Street
Arroyo Grande, CA 93420

To Consultant: Verdin Marketing Ink Co.
Mary Verdin, President
3580 Sacramento Dr., Suite 110
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposals, attached hereto as Exhibit "D," and incorporated herein by this reference, and the contents of the Consultant's Proposal, Exhibit "A," attached hereto and previously incorporated herein. In the event of conflict between Consultant's Proposal and this Agreement, the terms of this Agreement shall prevail.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

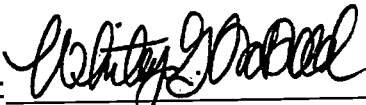
Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

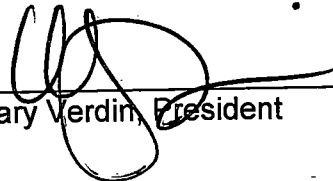
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

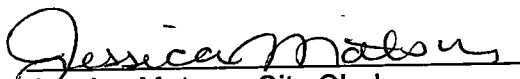
CITY OF ARROYO GRANDE

By: 
Whitney McDonald, City Manager

CONSULTANT

By: 
Mary Verdin, President

Attest:


Jessica Matson, City Clerk

Approved As To Form:



Timothy J. Carmel, City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL

May 13, 2022

City of Arroyo Grande

Proposal for Marketing, Communications, Website Management & Social Media Services



VERDIN



We are

Obsessed with integrity

We are devoted to our work and maintain a high level of transparency with our clients

Passionate about strategy

We are dedicated to understanding your goals, reaching your audiences and delivering the best marketing support

Building our brand for 18 years

We have cultivated a stellar reputation through years of service

A tight-knit team

We are small but mighty—we have the agility to completely focus on you and your needs

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Finding new opportunities to expand awareness of Arroyo Grande as a destination for quality time, genuine character and Central Coast exploration.

It has been a pleasure to partner with Visit Arroyo Grande to develop a brand that represents the personality and special touches of the destination.

Roaming roosters. The historic swinging bridge. Welcoming faces at every corner. All these things and more align to tell the story of the authentically friendly AG. This connection is near and dear to us; two of our principals reside in this one-of-a-kind town, and the opportunity to personify the brand identity has been extremely fulfilling.

After doing a deep dive on our current strategy, we are perfectly poised to leverage our previous work to evolve the Visit Arroyo Grande brand with new and exciting opportunities.

Our team is deeply rooted in the California destination marketing ecosystem while keeping our fingers on the pulse of national and global trends. We are actively involved with SLO CAL, the Central Coast Tourism Council and Visit California. Our award-winning, metric-driven work for Visit Arroyo Grande and other destinations includes cities, counties and regions. We are especially skilled at working with lesser known areas and pulling out the special qualities that drive visitors.

At Verdin, it's always personal and hands-on. We strive to introduce fresh concepts and actively manage owned, earned and paid channels. Staying at the forefront of technology and emerging media to ensure we are offering our the best solutions to our clients is important to us.

Our mission is to help build strong communities through strategy, consensus and storytelling. We look forward to the opportunity to continue to put that mission to work for Visit Arroyo Grande.



Mary Verdin

President & Chief Strategy Officer

mary@verdinmarketing.com | (805) 541-9005

3580 Sacramento Dr #110, San Luis Obispo, CA 93401

DBE Firm No. 42625 | CSDA Members

Opportunities

Let's Talk About You

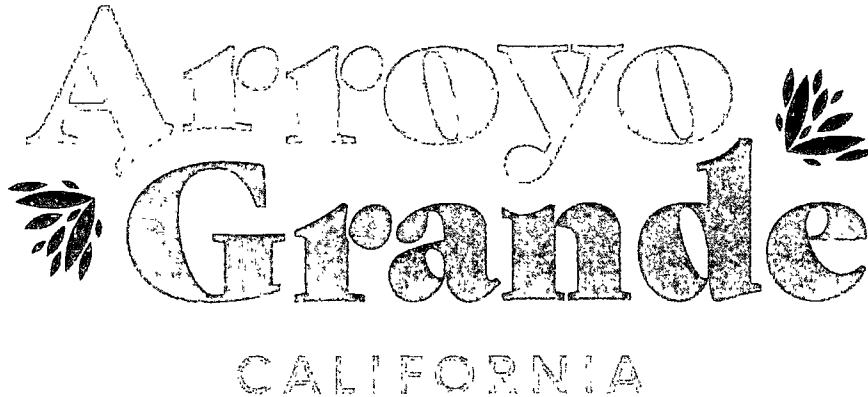


What we have accomplished together

Where we started

Since 2018, Verdin has worked alongside the Visit Arroyo Grande team to paint the picture of this Central Coast town steeped in California history and teeming with unique experiences for visitors and locals alike. With the goals of positioning AG as a travel destination, reaching new visitors and increasing overnight stays, our team began by building a strategic plan and creating a warm, charming and inviting brand identity.

Before



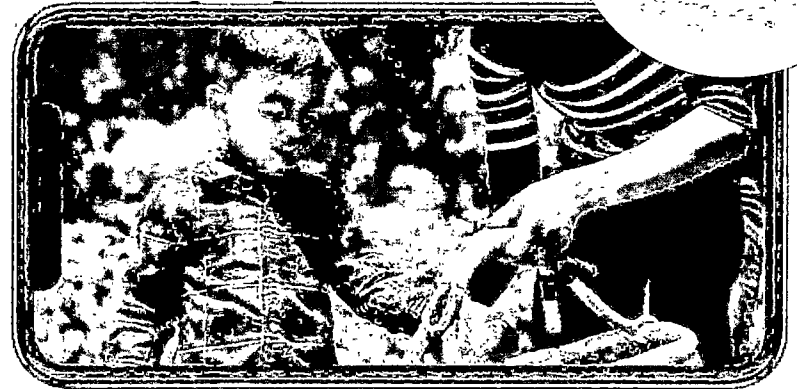
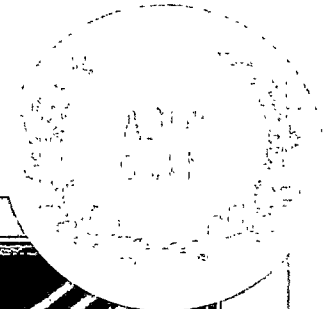
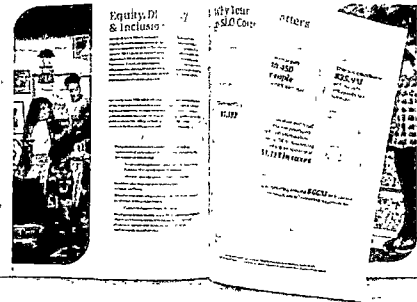
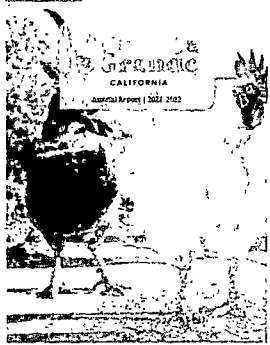
“The professionalism, enthusiasm, and attention to detail of the Verdin is amazing!”

Jocelyn Brennen
Former President | CEO,
South County Chambers of
Commerce
Jocelyn@thehrmcorp.com

What we have accomplished together

What we have created

Focused on establishing a strong sense of place and defining the dynamic experiences the region has to offer, the Verdin team captured assets and created collateral and advertisements that set Arroyo Grande apart from other destinations.



Time Well Spent

What we have accomplished together

Results over time

Over the past four years, the AG brand has differentiated itself from its competitors and successfully marketed the destination as a must-visit stop along the coast. In the midst of a global pandemic, Verdin and Visit Arroyo Grande adjusted the strategy and tactics, maintaining connections with the target audiences even when travel was not encouraged. The metrics below show the full picture of success, including the growth on social media channels and website analytics.

2019-2020																			
197% increase in page views YOY	Facebook 561% increase in engagement	665% increase in reach	Instagram 20% increase in followers	13.3% increase in TOT YOY															
636% lift in new web visits YOY	Reached 2,318,509 digital advertising impressions	40,340 clicks on digital advertising messages	<table border="1"> <thead> <tr> <th></th> <th>TOT</th> <th>AG TBID</th> <th>TMD</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>2019/2020*</td> <td>778,760.23</td> <td>155,352.30</td> <td>77,683.86</td> <td>1,009,796.41</td> </tr> <tr> <td>2018/2019*</td> <td>706,395.92</td> <td>141,279.41</td> <td>70,647.63</td> <td>918,322.98</td> </tr> </tbody> </table>			TOT	AG TBID	TMD	TOTAL	2019/2020*	778,760.23	155,352.30	77,683.86	1,009,796.41	2018/2019*	706,395.92	141,279.41	70,647.63	918,322.98
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2020-2021																			
19% increase in pages viewed per visit	Facebook 17,129 engagements	Instagram 114% increase in followers	Transient Occupancy Tax (TOT) <small>July-January Totals</small>																
48% increase in time on site	Reached 881,796 through digital advertising	12,241 clicks from digital advertising	2020-2021:	2019-2020:															
24% decrease in page views YOY			\$519,636	\$684,104															
			\$596,208	\$576,450															
				\$568,391															
2021-2022																			
20% increase in website visits (sessions)	Facebook 20,419 engagements	Instagram 6,589 engagements	Transient Occupancy Tax (TOT) <small>July-February Totals</small>																
50% increase in time on site	Reached 846,845 through paid media	12,078 clicks from paid media	2021-2022:	2020-2021:															
34% decrease in pageviews			\$921,479	\$570,399															
			\$744,171	\$652,265															
				\$632,187															

Building on our Success

We are excited to see the progression of the Visit Arroyo Grande brand unfold. Based on the strategic plan developed by the Coraggio Group, included on the following slide, the Verdin team has developed the following opportunities for the next fiscal year.

Specific tactics in each area below are detailed in the 2021-2024 Marketing Strategy. Our team will constantly be measuring results and actively managing strategies to maximize the impact of our efforts to increase visits and overnights stays.

Opportunities

Equity, Diversity & Inclusion

Increase familiarity and awareness of the destination among five specific audience segments including Black travelers, Hispanic travelers, Asian travelers, travelers with disabilities and LGBTQ+ travelers. Messaging will let potential visitors know that Arroyo Grande is a safe and welcoming community that invites people with diverse backgrounds.

Paid Media Strategy

Working with Verdin, Visit Arroyo Grande has put together a paid media strategy that combines traditional (print), digital (programmatic video ads, blueprinting) and social media (including boosted posts), with the largest portion of the budget to be spent in shoulder seasons.

Earned Strategy

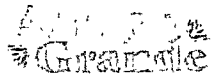
Leverage partnerships with Visit California, Visit SLO CAL and Central Coast Tourism Council to extend reach and stretch marketing dollars, focusing on promoting visitation in shoulder and off-peak seasons.

Owned Strategy

Visit Arroyo Grande will continue to connect and engage with audiences, developing original and personalized content to distribute on its website, through email marketing and owned social media channels.



Building on our Success



Visit Arroyo Grande 2021-2024 Strategic Plan



<p>Vision</p> <p>A thriving community rooted in authentic hospitality and nourished by a strong economy</p>	<p>Mission</p> <p>To market Arroyo Grande as a desirable travel destination, create memorable experiences and support a prosperous economy and community</p>	<p>Position</p> <p>Visit Arroyo Grande is the city's primary source for destination marketing services and tourism leadership. We are:</p> <ul style="list-style-type: none"> • Storytellers of the Arroyo Grande tourism experience • Providers of tourism related information and data • Collaborators championing the value of tourism and supporting key tourism drivers • Stewards balancing the benefits of tourism with Arroyo Grande's quality of life. 	<p>Values</p> <ul style="list-style-type: none"> • Truth • Excellence • Teamwork • Community • Impact 	<p>Reputation</p> <ul style="list-style-type: none"> • Transparent • Forward-thinking • Reliable • Humble • Partners
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<p>Imperatives</p> <p>Support the Destination in Tourism Recovery and Strengthen Organizational Capacity for Future Impact</p>	<p>Objectives</p> <ul style="list-style-type: none"> • Recover/Achieve 2019 Occupancy Rate • Increase Staffing budget 	<p>Initiatives</p> <ul style="list-style-type: none"> • Align on and implement tiered re-opening marketing and communication plan with key partners and stakeholders • Advocate for organizational capacity to ensure the resiliency of AG's tourism economy • Enhance the tourism industry's position and importance in AG's economic recovery
<p>Increase Brand Awareness as a Central California Destination of Choice</p>	<ul style="list-style-type: none"> • Increase share of county visitor volume • Increase use of shared brand assets 	<ul style="list-style-type: none"> • Differentiate AG brand's position in the larger SLO CAL travel market • Create a content library and tool kit to influence a unified brand approach • Pursue opportunities for collaborative and aligned promotional partnerships and messaging
<p>Ensure the Quality of our Brand Promise and Visitor Experience</p>	<ul style="list-style-type: none"> • Increase number of visitor hours in market • Increase length of stay 	<ul style="list-style-type: none"> • Create a framework to evaluate and promote events that generate new and repeat visitors to the destination • Encourage the availability of downtown and nightlife opportunities • Design attractive trip itineraries to drive visitation to AG's portfolio of experiences
<p>Expand Stakeholder and Community Engagement to Create a Collaborative and Supportive Tourism Industry</p>	<ul style="list-style-type: none"> • Increase representation of lodging partners on the Board • Grow stakeholder participation • Increase resident approval of tourism 	<ul style="list-style-type: none"> • Create a stakeholder engagement and outreach campaign to educate and promote the value of the TBID to lodging partners • Collaborate with stakeholders to design and expand co-operative marketing programs • Increase the voice of tourism with key governmental, businesses and community decision makers and leaders

Time Well Spent



Scan or click here to view a sample ad

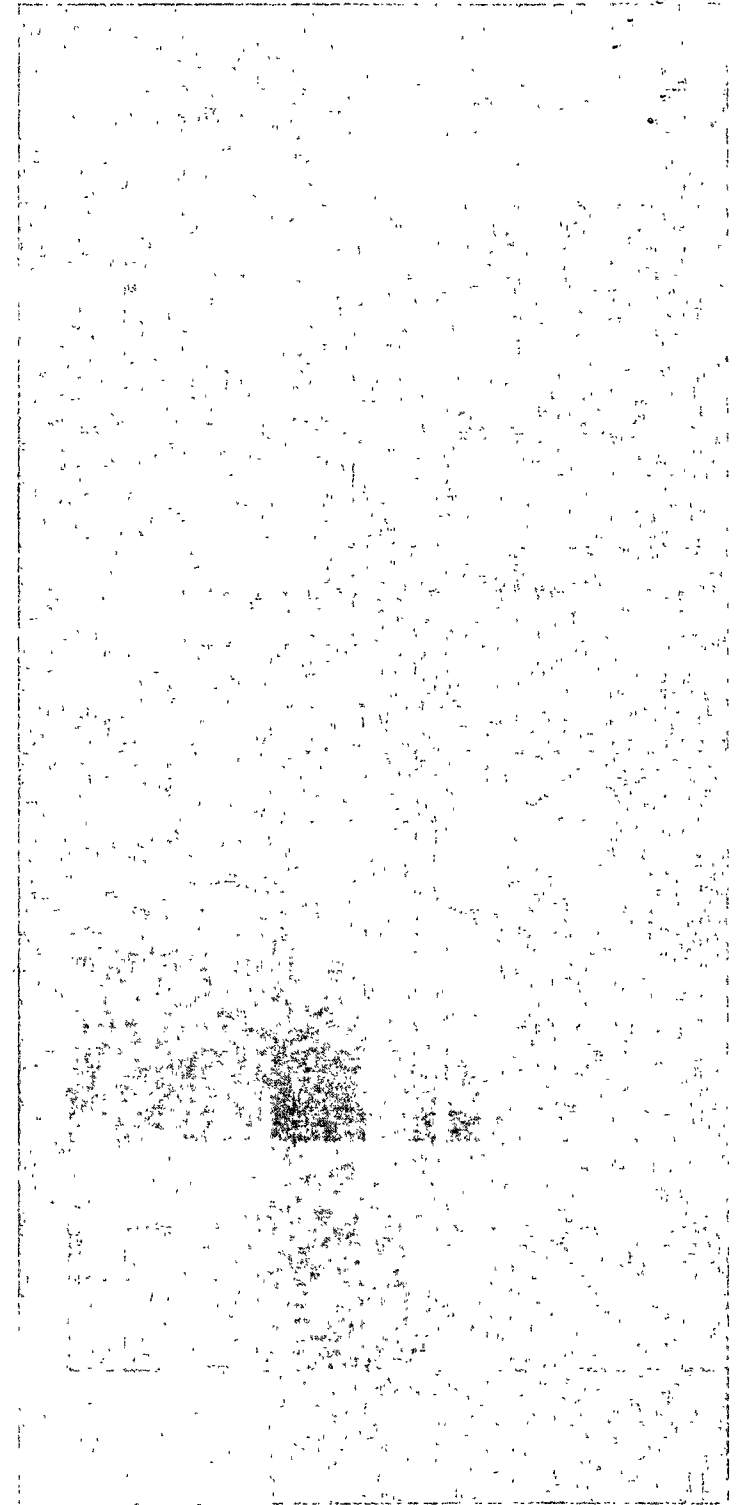
During Outlook Forum 2022, Visit California emphasized the importance of targeting families because of their higher spending trends and specific motivations for travel during this time. Another key takeaway was incorporating advertising that speaks to Gen Z in order to generate a positive brand association and loyalty among future generations.

It's time to propel the AG brand forward. And to do that, we need to see Arroyo Grande through the eyes of this emerging audience on the platform they know best: TikTok. This social media channel is highly popular amongst Gen Z and specific family demographics, serving as a critical influence for their travel planning decisions.

Featuring a young, diverse family that aligns with California's focus on family and Arroyo Grande's focus on diversity, equity and inclusion, this video provides an example of how our team is able to execute the recent Time Well Spent campaign in different ways.

Budget

Proposed Scope of Work & Budget



Proposed Budget for Marketing Services

Below is an option of a budget and scope based on the \$166,500 noted in the RFP. We have put together three options for your consideration, which are outlined on the following pages. Please note: the scope is based on the current strategy, but some activities may change based on client needs. The scope will be specifically tailored to budget limitations to deliver the best results.

Option 1	\$166,500
<ul style="list-style-type: none"> <p>● Marketing Plan \$5,500 <i>Aug-Jan: Update last year's template with this year's efforts, metrics and outcomes</i></p> <p>● Planning, Meetings & Reporting \$13,700 <i>Throughout the year: Includes budget and timeline management, meetings, reporting and ongoing client communications</i></p> <p>● Creative Development \$25,000 <i>Throughout the year: Includes campaign and ad development and other creative identified in marketing plan; also includes updating the prior year's annual report with fiscal year 2022-2023 campaigns and performance</i></p> <p>● Photo/Video Assets \$13,500 <i>May-June: Planning, coordination and execution of one video shoot to produce fresh assets</i></p> <p>● Public Relations \$3,400 <i>Throughout the year: Includes leveraging existing tourism partnerships with Visit California, Visit SLO CAL and Central Coast Tourism Council, including actively pitching the destination and hosting press trips</i></p> <p>● Website Maintenance & Content \$6,400 <i>Throughout the year: monthly updates to events and information as needed on website</i></p> <p>● E-Newsletter \$11,000 <i>Throughout the year: Monthly e-newsletter development and deployment with current format</i></p> <p>● Social Media \$16,000 <i>Throughout the year: Monthly development of social media content calendar in existing channels including 2-3 posts a week; active management of comments and direct messages</i></p> <p>● Media Planning \$6,000 <i>Throughout the year: Includes collaborating on media strategy and management</i></p> <p>● Advertising - Media Hard Costs \$66,000</p> 	

Proposed Budget for Marketing Services

Option 2 \$200,000

- **Marketing Plan** \$6,000
Aug-Jan: Develop an updated marketing plan to with this year's efforts, metrics and outcomes
- **Planning, Meetings & Reporting** \$21,000
Throughout the year: Includes budget and timeline management, meetings, reporting and ongoing client communications for a larger scope of work
- **Creative Development** \$35,200
Throughout the year: Includes campaign and ad development and other creative identified in marketing plan; also includes development of new annual report for fiscal year 2022-2023 campaigns and performance
- **Photo/Video Assets** \$25,000
Throughout the year as needed: Planning, coordination and execution of two video shoots to produce fresh assets
- **Public Relations** \$3,400
Throughout the year: Includes leveraging existing tourism partnerships with Visit California, Visit SLO CAL and Central Coast Tourism Council, including actively pitching the destination and hosting press trips
- **Website Maintenance & Content** \$6,400
Throughout the year: monthly updates to events and information as needed on website
- **E-Newsletter** \$11,000
Throughout the year: Monthly e-newsletter development and deployment with current format
- **Social Media** \$20,000
Throughout the year: Monthly development of social media content calendar in existing channels including an average of 20 posts a month and active management of comments and direct messages, and proactive engagement with other pages
- **Media Planning** \$6,000
Throughout the year: Includes collaborating on media strategy and management
- **Advertising - Media Hard Costs** \$66,000

Proposed Budget for Marketing Services

Option 3 \$250,000- \$265,000

This option would **include all items listed in Option 2** (\$200,000 budget) with the addition of the following:

- **Blog** \$5,000
Develop a monthly blog which will live on the website and that is promoted through the e-newsletter
- **Website Redesign** \$30,000-\$45,000
Develop a new website that is consistent with the brand, goals and user experience to support audience interaction to support goals.
Note: Pricing will be determined based on defined scope to best meet Visit Arroyo Grande's needs
- **Community Research Initiative around DEI** \$15,000
Initiative in collaboration with the South County Chamber of Commerce and the City to collect data and build and understanding around DEI and how Arroyo Grande businesses support DEI including:
 - *Building strategy for data collection in collaboration with the Chamber and City*
 - *Supporting promotion of a survey, administered by the South County Chamber of Commerce, to collect data from the business community*
 - *Review findings and build recommendations on how best to incorporate information into tourism marketing*

This proposed budget is based on Verdin's blended hourly rate of \$150 per hour. This rate is calculated based on hourly wage rates, expenses and overhead for client work.

Additional projects can be quoted based on the number of hours needed to execute a defined scope of work.

About Us

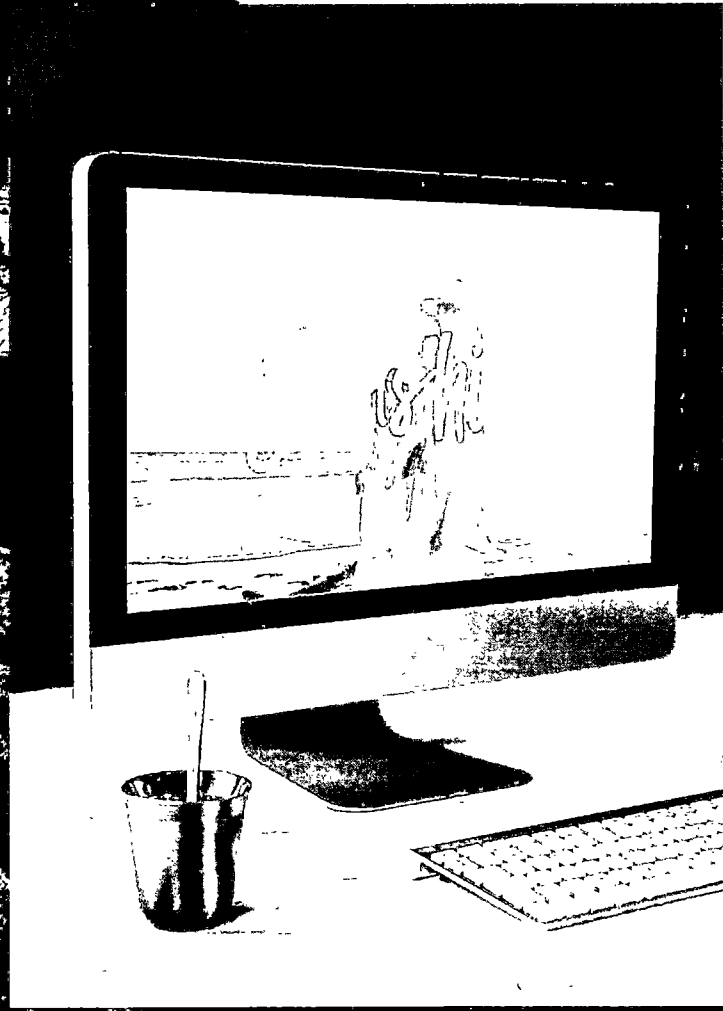
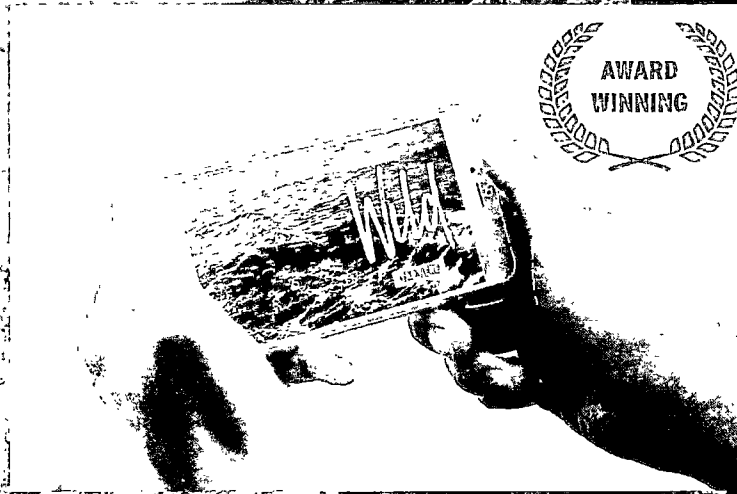
Our Work



Names We Stand Behind



Ventura County Coast



Goal

Increase visitors to Camarillo, Oxnard, Ventura and Port Hueneme.

Where We Started

How do you market four diverse locations as one experience? Conversely, how do you give equal attention to all participating locations in a collaborative tourism effort? Ventura County Coast was lacking nothing in regards to natural beauty and desirability, but was in need of careful strategy to position the right balance of diversity and cohesiveness.

What We Did

- Created multi-tiered digital strategy to improve ROI with pixel technology and retargeting capabilities
- Created three new, engaging inspiration videos, nine point-of-view retargeting videos, cold-weather campaign videos, and multiple geo-fencing videos.
- Revamped the e-newsletter for improved engagement
- Improved website user experience on blog pages, along with adding specialty pages for specific campaigns

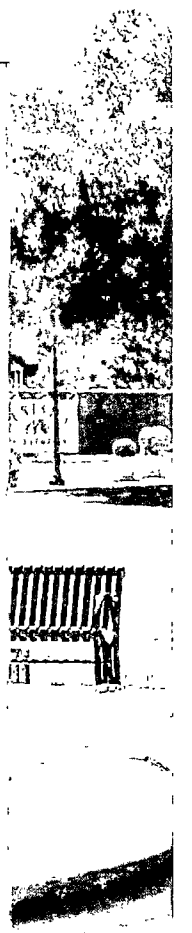
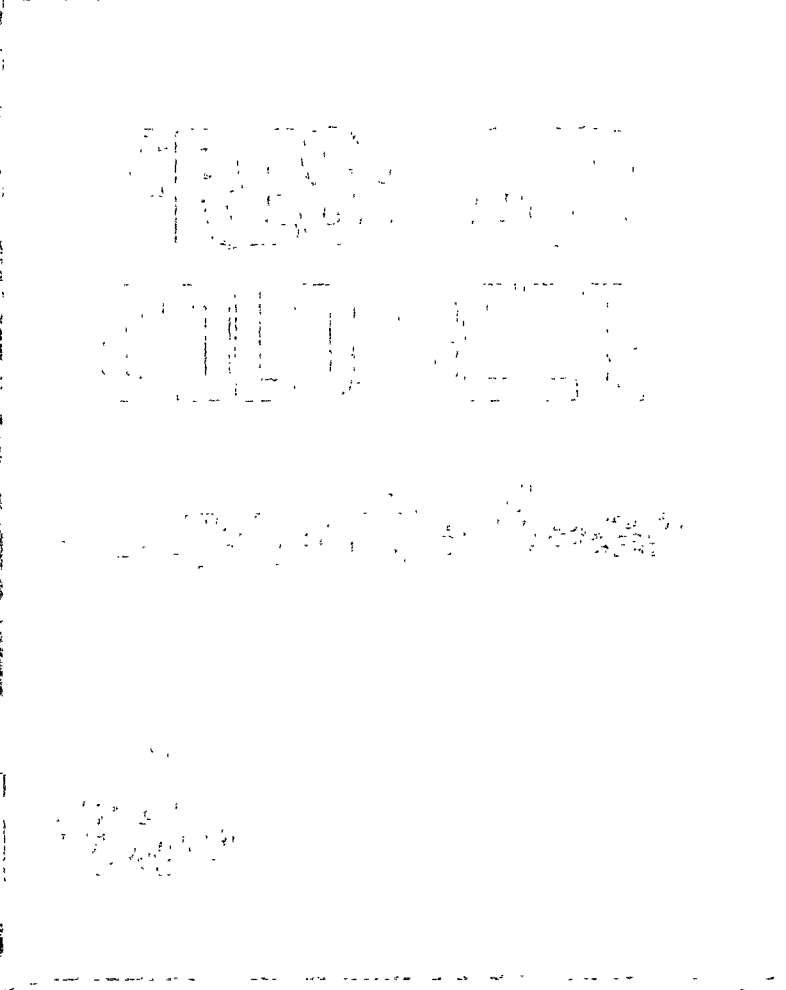
What Happened

- PRSA award for "Find Your Vibe" Whale Watching video 2019
- Improved new user web visits YOY by 95%, with 99% improvement in total visits
- 22% increased YOY results from digital advertising in both leisure and meetings categories
- The use of digital advertising special campaigns had great success, including cold-weather-triggered campaigns, and meetings and special event geo-fencing campaigns. These exposed new potential travelers in unique locations to the VCC message.
- Built retargetable audiences, with over 27 pixels pages, to over 45,000 visitors
- Increased social media followers by 18%

"Having an opportunity to work with the team at Verdin to inspire, engage and drive demand to Ventura County Coast is a true privilege. The partnership we have to make data-driven decisions and the talent we collectively have to turn those insights into action, fuels my passion to be better every day."

Brian Tucker,
Executive Director,
Ventura County Coast
btucker@visitvccoast.com
(805) 644-2500

Atascadero Tourism



Goal

Increase overnight stays for hotel and motel accommodations in Atascadero.

Where We Started

When people think San Luis Obispo County, they think rolling vineyards and crashing waves. They don't think "Atascadero." This inland town was struggling to obtain "top of mind" space in comparison to its neighboring communities of San Luis Obispo, Paso Robles.

What We Did

- Created and launched new "closer than you think" campaign for all three personas
- Created and launched new multi-tiered DSP and social campaigns for leisure and meetings
- Used pixel technology to create retargetable audiences

What Happened

- ADDY award for Closer Than You Think campaign
- Through digital advertising, the destination received 335% improvement in website visits YOY (fiscal year 2017-2018 to the fiscal year 2018-2019).
- Digital impressions grew by 79% YOY with the same budget.
- Engagement (clicks) on digital advertising improved 60% YOY.
- Average click-through-rate for digital campaigns improved from 1.2% to 2.01% YOY.
- Built retargetable audience to over 30,000 website visitors

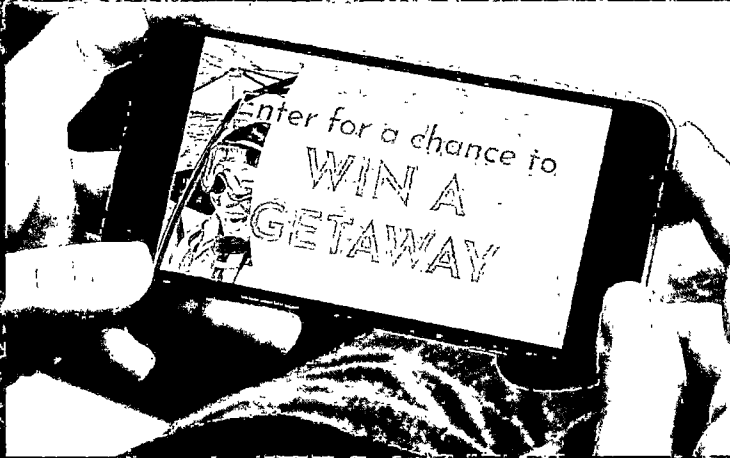
"We are very fortunate as a city to have acquired Verdin's services. Their level of professionalism, execution, and positive personalities are second to none. I can with complete confidence recommend Verdin to anyone looking to market and promote their destination, business, and/or organization."

Amar Sohi
Current Board Member & Past
Chair,
Atascadero TBID
asohi@hieatascadero.org
(805) 462-0200

Visit Camarillo



CAMARILLO
CALIFORNIA



Goal

Enhance and renew the Visit Camarillo identity through a brand refresh

Where We Started

The Visit Camarillo Board felt that its existing brand no longer represented their beautiful city and everything it has to offer. Our goal was to create a new brand that captured Camarillo's unique personality and enticed people to "come for the sun and stay for the fun."

What We Did

- Developed and implemented a full rebrand, including logo, color palette, collateral, and digital assets.
- Updated Visit Camarillo's website with a newly branded skin and streamlined interface.
- Launched a rebranding campaign that included updating all existing ads with the new branding and creating ads for a giveaway to promote the rebrand and increase website subscribers.
- Developed visuals and messaging to encourage safe travel during the pandemic, including a fall/winter ad campaign highlighting Camarillo's wide range of enjoyable outdoor activities.

What Happened

- Silver ADDY Award for destination rebrand
- The month we launched the assets on social media, Visit Camarillo saw 44,448 impressions, 1,636 clicks, and a click-through rate of 3.68 percent, increasing the engagement rate by approximately 12%.

"Verdin's level of expertise and creativity developed the branding elements we were searching for all along. The professionalism and knowledge the Verdin team provides has been nothing short of exceptional and I would highly recommend their services."

Yuliana Gonzalez
Executive Director, Camarillo
Hotel & Tourism Association
yuliana@visitcamarillo.com
(805) 764-2121

About Us

Our Team



Verdin's Key Personnel for Arroyo Grande



Mary Verdin
President & Chief Strategy Officer

Role: Participates in discovery and initial meetings, provides ongoing strategic input.

Mary has 30 years of marketing experience and an energy that keeps ideas fresh and strategic. Her personal list of awards, combined with the industry awards our agency wins every year, reflect Mary's proven ability to create communications success for clients. An innate problem solver and natural leader, she founded Verdin more than 17 years ago and continues to grow the firm with a gusto for finding ways to give back to the community.

Experience, Credentials and Education.

- Relevant experience: strategically involved in work performed for all Verdin clients, notably those listed as work samples and references in this proposal
- Pacific Coast Business Times Awards: 40 Under 40: Top 50 Women in Business; Who's Who in Marketing & PR
- Stevie Award—Women in Business
- PRSA Professional of the Year
- Rotarian of the Year
- Leadership SLO, Class IV & Leadership California, Class 24
- Director on the SLO Chamber of Commerce Board
- President's Award, National Philanthropy Day, AFP
- UC Davis: Psychology



Ashlee Akers
Partner & VP of Client Services

Role: Participates in strategic planning meetings, oversees and reviews branding and marketing strategies.

Ashlee guides Verdin's account staff with enthusiasm, and plays a leading role in all client work. Her friendly and dynamic personality makes our clients instantly feel comfortable and confident. She is the master of surpassing client needs with an unwavering devotion to achieving stellar results.

Experience, Credentials and Education.

- Relevant experience: strategically involved in the work performed for all Verdin clients, notably those listed as work samples and references in this proposal
- Partner at Verdin; 10 years with agency
- 12 years of experience in tourism marketing and advertising
- San Luis Obispo Tribune Top 20 Under 40
- Pacific Coast Business Times Who's Who in Marketing & PR
- Serves on Central Coast Tourism Council Board of Directors
- Serves on marketing and branding committee for SLO CAL
- Cal Poly, San Luis Obispo Agriculture Science/Agricultural Business

Verdin's Key Personnel for Arroyo Grande



**Megan
Condict**
Creative Director

Role: Participates in creative planning meetings, develops brands, campaign and ad concepts and oversees and reviews all creative produced for our clients.

Megan is the helm that steers Verdin's creative team right direction. Her keen eye and strategic mind lead Verdin to produce work that is strikingly distinct.

Experience, Credentials and Education

- Relevant experience: strategically involved in the work performed for all Verdin clients, notably those listed as work samples and references in this proposal
- 14 years design experience in various industries
- Brooks Institute of Photography: Visual Communications



**Natalie
Bovee**
Account Manager

Role: Provides day-to-day support for clients through various marketing channels, including web, email marketing, social media and more.

Natalie has experience both working for hotels and destinations which results in an innate understanding of our clients' needs. She organizes big ideas into practical steps to accomplish clients' goals. A strong advocate for our clients. Natalie manages accounts with optimism, energy and care.

Experience, Credentials and Education.

- Relevant experience: Assists with day-to-day communication and implementation of all campaigns and deliverables, notably for Arroyo Grande and Ventura County Coast
- Worked to get Santa Barbara listed as one of "The 52 Places to Go in 2019" in the *New York Times*
- More than 8 years of marketing experience
- University of the Pacific: Business Administration

Key Personnel Support Team for Arroyo Grande



Michelle Starnes
Partner & Operations Manager

Michelle keeps the firm striding forward as a strong partner for clients and an incubator for innovative ideas.



Adam Verdin
Principal

Adam is well-accustomed to a bird's eye view and uses this big-picture mentality to keep the firm strategically focused on our foundations.



Allie Rohlf
Account Manager

Allie uses her strong communication skills and multitasking abilities to keep client work on track and exceed expectations.



Chloe Cosyns
Account Coordinator

Chloe supports our accounts team by maintaining detailed communications with our other departments and keeping client work organized.



Candice Walton
Project Manager

Candice draws on her background in tourism, business development and project management to make sure work at Verdin is completed on time and on budget.



Katie Kollmann
Graphic Designer

Katie approaches design work through a lens of thoughtfulness and strategy. Her knowledge of what will work means our designs are as smart as they are stunning.



Pam Riordan
Bookkeeper

Pam brings eagerness and proficiency to Verdin's accounting activities. Our team and clients appreciate her accurate billing and timely payments.

Subcontractor: Mosaic Media

The Verdin team has a close partnership with the Mosaic Media team who strategizes, plans and implements all of the media buys for our clients.



Mary Ann Pruitt

President & CEO

ROLE. Oversees operations and services for Mosaic clients.

Mary Ann started her career in media by working as a senior sales executive for some of the nation's largest media outlets. After discovering her talent and love for all things media strategy, she founded Mosaic as a way to provide niche expert experience to agencies and marketing departments across the country. Her hard work and savvy strategy skills have led Mosaic to year-over-year growth, and has expanded her impact as an industry leader in all things traditional, digital, and everything in between. Mary Ann's hands on approach ensures she understands the moving parts of Mosaic at all times, allowing her to provide tailored insight and guidance to the Mosaic team and her clients. Client success is her No. 1 priority and how she measures her own accomplishments, all of which is apparent in her tireless drive and strategic approach to every project.

EXPERIENCE, CAPABILITIES AND CREDENTIALS:

- Strategically involved in media buys for Mosaic clients
- 2020 award from Cynopsis Media naming her as a Top Woman in Media



Arturo Cosio

Director of Brand Partnerships

ROLE: Participates in discovery and initial meetings, plans and executes media buys for Verdin's clients.

Arturo Cosio has a passion for playing with numbers and turning them into results for clients in the ever changing landscape of marketing. As Director of Brand Partnerships, he is responsible for establishing relationships with other agencies and businesses to help either grow their marketing services or promote their products and services with our award-winning media team. He works closely with all team members at Mosaic to assess our partners' needs, set up goals, and create effective marketing strategies to achieve long term success. Arturo has been the bedrock of many of Mosaic's partners throughout the years. His calm, reassuring demeanor and experience will keep projects moving seamlessly on time and on budget, and giving our partners one less thing to worry about.

EXPERIENCE, CAPABILITIES AND CREDENTIALS:

- Strategically involved in planning and executing media buys for Verdin
- Degrees in Marketing and Business Management

Mission Statement

We help build strong
communities
through strategy,
consensus and
storytelling

Proposed 2022-2023 Fiscal Year Budget for Marketing Services - REVISED

Below is a revised budget and scope based on the approved budget of \$225,000. This proposed budget is based on Verdini's blended hourly rate of \$150 per hour. Please note, the scope is based on the current strategy, but some activities may change based on client needs. The scope will be specifically tailored to goals and budget limitations to continue to deliver the best results.

<ul style="list-style-type: none"> ● Consultant Services: 	\$100,000
<ul style="list-style-type: none"> ○ Marketing Plan <i>Update Marketing Plan template with upcoming year's strategies, tactics and metrics</i> 	\$5,500
<ul style="list-style-type: none"> ○ Planning/Meetings/Reporting <i>Includes budget and timeline management, meetings, monthly reporting and ongoing client communications</i> 	\$14,000-\$16,000
<ul style="list-style-type: none"> ○ Creative Development <i>Includes campaign and ad development and other creative identified in Marketing Plan; also includes updating Annual Report template with fiscal year 2022-2023 campaigns and performance</i> 	\$23,000-\$25,000
<ul style="list-style-type: none"> ○ Public Relations <i>Includes leveraging existing tourism partnerships with Visit California, Visit SLO CAL and Central Coast Tourism Council, including actively pitching the destination and hosting press trips</i> 	\$3,400
<ul style="list-style-type: none"> ○ E-newsletter <i>Monthly e-newsletter development and deployment</i> 	\$11,000
<ul style="list-style-type: none"> ○ Social Media Management <i>Monthly development of social media content calendar in Visit Arroyo Grande's multiple existing channels including 4-5 posts a week; active management of comments and direct messages; also includes possible development of Tik Tok campaign for specific shoulder season promotion</i> 	\$18,000- \$22,000
<ul style="list-style-type: none"> ○ Monthly Blog <i>Development and execution of a monthly blog to live on the website and promoted through the e-newsletter and social channels</i> 	\$5,000
<ul style="list-style-type: none"> ○ Web Content (for redevelopment) & Ongoing Updates <i>Strategy, design and content for new Visit Arroyo Grande website, as well as monthly updates to events and information as needed on website (before and after new website development)</i> 	\$4,100-\$16,100
<ul style="list-style-type: none"> ● Photo Video Assets <i>Planning, coordination and execution of one full campaign video shoot to produce fresh assets</i> 	\$15,000
<ul style="list-style-type: none"> ● Advertising Hard Costs <i>Media management, strategy and media costs</i> 	\$85,000
<ul style="list-style-type: none"> ● New Website Development <i>Development of a new website that is consistent with the brand, goals and user experience to support audience interaction and support goals. Note: Final pricing will be determined based on defined scope to best meet Visit Arroyo Grande's needs. To be competitive with content and functionality of websites for comparable destinations, a higher budget is recommended</i> 	<u>\$25,000</u>

EXHIBIT B

PAYMENT SCHEDULE

Consultant shall be paid for actual work performed in accordance with Consultant's Proposal. However, the total compensation paid to Consultant shall not exceed \$225,000.

Consultant will invoice City no more than monthly. Invoices shall be sent to the South County Chambers of Commerce Executive Director. Each invoice will reference job order, components, specific services, media costs, production costs, fees and material expense and sales tax where applicable. City shall mail payment for the net amount of uncontested invoices no later than thirty (30) days after receipt of each invoice by the City. Any past due balances under this Agreement shall bear interest at the rate of 1.5 percent per month (18.0 annual percentage rate) on unpaid balances.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage

normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSALS



Request for Proposals: Marketing, Communications, Website Management, and Social Media Services

Proposal Submittal Deadline: May 13, 2022

Introduction

The City is seeking professional, full-service, integrated marketing, advertising, communications, social media, and website maintenance services for their tourism brand, Visit Arroyo Grande, and is requesting proposals from qualified firms.

Firms should have the capability and experience required to provide comprehensive, strategic, and innovative services on designated projects. The goal of the marketing program is to attract tourists to the area to increase occupancy and average daily room rates at Arroyo Grande lodging properties.

Visit Arroyo Grande's brand (logo, color palette, tagline, etc.) is established. The City wishes to build upon this identity in its future marketing efforts with the selected firm.

Qualified firms shall make recommendations for the coming fiscal year (July 1, 2022 to June 30, 2023); the contract will be for one year with the option to extend for a second year.

Background

In 2011, the City of Arroyo Grande formed a Tourism Business Improvement District (TBID). The TBID Board of Directors operates as a destination marketing organization under the name of Visit Arroyo Grande.

Spearheaded by Arroyo Grande lodging businesses, Visit Arroyo Grande is comprised of seven (7) hotels and at least sixty-one (61) vacation rental/home stays. It is governed by a Board of Directors representing lodging partners and businesses in the tourism/hospitality industry. The purpose of the TBID is to promote scenic, recreational, cultural, and other attractions in the district (the City of Arroyo Grande) as a tourist destination for the benefit of lodging operators.

Proposal guidelines

Firms are expected to prepare beyond the one-year mark (July 1, 2022 to June 30, 2023) to implement certain projects; however, projects beyond June 30, 2023 are dependent on the annual approved budget.

The successful firm will coordinate all services under an Agreement with the City of Arroyo Grande or their designee(s). Firms may provide additional creative/innovative suggestions for deliverables identified in the proposal as “optional deliverables.”

Firms may submit proposals for one or more components of this Scope of Work.

Budget

Marketing agency contract including media buys: not to exceed \$166,500

Term

This RFP is for a one-year agreement with the option to extend for a second year.

Marketing and Communications

Develop and implement a variety of promotional, publicity and advertising programs, and informational materials consistent with specifications provided.

Develop a comprehensive strategic marketing and advertising plan that addresses the following:

- Propose new or expand current marketing programs to promote the District (City of Arroyo Grande) and submit timelines for development/implementation. Campaign may include but not be limited to, digital, print, video, radio, outdoor, online media, and direct marketing;
- Identify strategies that increase overnight stays, especially during off-peak seasons;
- Propose creative tactics such as advertising campaigns and events and packages; and
- Develop and propose a system of measurable results and outcomes.

Online Strategy

- Complete reports to coincide with monthly meetings of the committee - show metrics and report implications and suggested adjustments and report monthly to lodging operators, TBID and Arroyo Grande City Council;
- Explain what tools your agency has available for online media monitoring, reporting and analysis, and brand/reputation monitoring; and
- Generate all images/creative assets to be paired with posts. Photographs and branding guidelines will be provided by Visit Arroyo Grande from internal marketing database.

Firms should also provide the following information:

- Examples of copy created for online platforms;
- Examples of graphic content to be paired with editorial copy;
- Sample of monitoring report format;
- Best practices report, example of online data analysis and action items; and
- A description of how agency stays at the forefront of technology and emerging media.

Website

The firm will take responsibility for all aspects of the Visit Arroyo Grande website, content management system (CMS), and related hosting. The scope of services should include, but is not limited to, all software, hardware, administrator and end user training, hosting, SEO programming, and other services required to implement and support the website and should:

- Be consistent with current and future Americans with Disabilities Act accessibility guidelines and any other applicable state and federal accessibility requirements;
- Include a privacy policy;
- Be capable of capturing email addresses; and
- Include a blog

City/Chamber Involvement

The City and South County Chambers of Commerce will make every effort to provide demographics information, photos, existing information on economic development tools, reports, etc. The firm should strive to be self-sufficient to the extent possible.

Consideration/Meeting Requirements

The qualified firm should be prepared to meet directly or confer over the phone as needed. The firm will be required to attend regular TBID meetings, Arroyo Grande City Council Meetings, as needed, prepare an Annual Report, and to make annual presentations.

Agreement

The project agreement will be based on the final scope of work that is mutually agreed upon between the City and firm(s). The agreement will be negotiated for the project for the extent of services to be rendered and for the method of compensation. Firm(s) are requested to submit a line-item cost estimate that is realistic for the proposed approach. The budget should cover all costs including fees, mileage, and production costs. Firm(s) shall not perform any work on the project prior to execution of a written agreement by both the City and the Firm(s), and furnishing of the required insurance certificate and business license by the Firm(s). The City requires a minimum insurance limit of \$1,000,000 each for general liability, automobile, and errors and omissions. The draft Consultant Services Agreement is attached and should be reviewed prior to the RFP submittal.

Key Dates

April 13, 2022 Release of RFP

May 13, 2022

Deadline for submittal

June 2022

Award of contract

July 1, 2022

Contract commencement

Questions

Questions regarding this RFP shall be submitted to Nicole Moore, Interim CEO, South County Chambers of Commerce, via email at ceo@southcountychambers.com. Questions with their answers will be posted on the City's website.

Proposal Requirements

The document should be standard (8½" x 11") letter-sized paper.

The name and resume of the responsible person who would be in charge of the project, information on team members by role, an estimate of the time required to complete the project; disclosure of billable rate for each task.

An executive summary of the proposal being submitted.

The proposed fees are to be broken down by task demonstrating how the fee was calculated. Cost proposal shall provide a specific fixed cost estimate and a “not to exceed” cost ceiling. The proposal shall address all hourly wage rates, including all reimbursable expenses and overhead.

Describe the Firm’s experience, especially as related to completing similar projects as being discussed in this RFP.

Identify and provide resumes of any sub-consultants who will be utilized on this project.

A proposed project schedule for the fiscal year shall be included in the proposal with verifiable references.

Selection Process

South County Chambers of Commerce will review responses to the Request for Proposal based on the evaluation criteria below and make a recommendation to the TBID Board of Directors which will then forward their recommendation to the City Council for final approval.

Qualified firms will be invited to make an oral presentation on their proposal, at the discretion of the TBID Board of Directors.

The City reserves the right to reject any and all proposals and to award contract(s) for any, all, or none of the aspects of the Scope of Work.

Evaluation Criteria

- A. Suitability of the Proposal – the proposed solution meets the needs and criteria presented in the RFP.
- B. Expertise in recommending and communicating appropriate technical and aesthetic solutions as demonstrated by the proposal and references.
- C. Aesthetic Capabilities – Prior work reflects artistic and innovative, user friendly interfaces that engage communities and viewers.
- D. Proposal Presentation – The information is communicated in a clear, logical manner and is well organized.

General Information

- A. The City reserves the right to request additional information from any or all of the respondents.

- B. The City reserves the right to reject any or all of the proposals. Late or incomplete proposals may not be considered. The City shall have sole discretion in determining the completeness of each proposal.
- C. The City shall reserve the right to contact past clients for references.
- D. The terms and scope of the agreement will be determined on the basis of professional negotiations between the City and the prospective Firm. If the City and the prospective Firm fail to reach a contractual agreement, the City may negotiate with any other highly ranked consultant.
- E. The City reserves the right to waive minor discrepancies and to reject any and all proposals for any reason.

Proposal Submittal Requirements

Quantity - Four (4) copies (three bound and one unbound), plus one electronic copy in Adobe Acrobat (PDF) format.

Deadline for Submittal - The filing deadline for submittal of the above proposal is 5:00 p.m. on Friday, May 13, 2022. The City reserves the right to extend the deadline date. All documents should be emailed to ceo@southcountychambers.com or sent in a sealed package, clearly marked "RFP AGTBID" to Nicole Moore, South County Chambers of Commerce, PO Box 672, Arroyo Grande, CA 93421.

Specific Deliverables

The consultant shall develop a comprehensive portfolio that addresses, at a minimum, the following:

1. Develop strategy to quantify success on marketing campaign through initiatives that measure return on investment;
2. Next phase brand identity that includes but is not limited to advertising campaigns;
3. Develop tourism incentives that include package deals for hotels;
4. Enhance social media presence in Facebook, Twitter, Instagram, Pinterest, YouTube and other social media outlets as they arise. Integrate social media with visitarroyogrande.org and create other strategies to boost internet traffic visibility;
5. Build a feeder market strategy to increase traffic from cities LA and SF;
6. Respond to TripAdvisor, Travelzoo, and other internet-based tourism sites; and
7. Collaborate with major attractions and special events.

Firms may provide additional creative/innovative suggestions for deliverables identified in the proposal as "optional deliverables"