

Exhibit A

CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH CREATIVE THINKING, DBA THE IDEA COOPERATIVE
AGREEMENT NUMBER FO01338

This "Agreement" is made as of this 31st day of January, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Creative Thinking, Inc., a California Corporation, ("Consultant"), dba The Idea Cooperative.

RECITALS

A. City desires to expand on and develop new elements to the destination marketing campaign to promote Santa Rosa as a desirable tourism destination while encouraging local pride and business attraction.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two-hundred thousand dollars and no cents (\$200,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number P42118.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Raissa de la Rosa
City of Santa Rosa
Economic Development Division
90 Santa Rosa Avenue
Santa Rosa, CA 95404
Tel. 707-543-3059
Fax 707-543-3317

Consultant Representative:

Thomas Kavanaugh
Creative Thinking, Inc.
508 San Anselmo Avenue, Suite 19
San Anselmo, CA 94960
Tel. 415-269-8169
Email: tomk@theideacooperative.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than July 31, 2018.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.


CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Creative Thinking, Inc.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

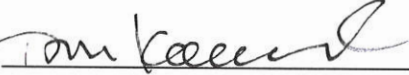
By: 

Print Name: Sean McGlynn

Title: City Manager

Signatures of Authorized Persons:

APPROVED AS TO FORM:

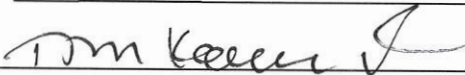
By: 


Office of the City Attorney

Print Name: Tom Kavanaugh

Title: President

ATTEST:

By: 


City Clerk

Print Name: Tom Kavanaugh

Title: Secretary

City of Santa Rosa Business Tax Cert. No.



Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

| Insurance | Minimum Coverage Limits | Additional Coverage Requirements |
|---|---|--|
| 1. Commercial general liability | \$ 1 million per occurrence \$ 2 million aggregate | Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence. |
| 2. Business auto coverage | \$ 1 million | ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage. |
| 3. Professional liability (E&O) | \$ 1 million per claim \$ 1 million aggregate | Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work. |
| 4. Workers' compensation and employer's liability | \$ 1 million | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. |

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts 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 limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



OUT THERE CAMPAIGN: PHASE 4

November 8, 2016

CAMPAIGN BACKGROUND

Phase 1: Branding and Awareness Building

In September of 2013 the City of Santa Rosa Office of Economic Development launched a marketing campaign to promote the city as a destination that provided proximity, and yet also a more culturally progressive alternative, to wine country and other more established local attractions.

By targeting active, adventurous, free-spirited Millennials (25 to 45), the goal was to grow awareness among a target audience that would be attracted to the city's reputation for world-renowned craft-brewed beers, unparalleled cycling and emerging community of urbanites and artists.

Out There. In The Middle of Everything

The messaging strategy and creative positioning exercise revealed the campaign theme: *Out There. In The Middle of Everything*, that spoke in a playful way to Santa Rosa's unique combination of quirky, urban subculture and its proximity to a wide range of Northern California attractions and activities.

Alternative Media

A media plan was created to bring the Out There message to key tourist markets in LA, Portland and Seattle. Forgoing traditional print ads, the plan targeted trendy neighborhoods, and hipper, more tech-savvy target audiences through video ads on Pandora and in select movie theaters.

Viral-Ready Video

The fifteen second video ads featured quick cuts of compelling photography, a local musician scored soundtrack and clever headlines like: WHERE WINE COUNTRY MEETS BEER CITY and YOU CAN BE A LITTLE STRANGE. JUST DON'T BE A STRANGER. A web page was created at srocity.org to serve as a landing page for the campaign. Once there, prospective visitors could see not only the full campaign of short vids, but a series of video profiles were also created, giving people the chance to learn about Santa Rosa directly from interesting locals tapped into the best of Santa Rosa culture.

Phase 1 Summary

While in-theater metrics are hard to come by, the Pandora campaign generated a high, 2.2% click-through rate, generating over 10 million impressions. Perhaps most importantly, however, the campaign began to tap into a movement within Santa Rosa to celebrate all the things that make the city special. Seen as a grass-roots movement, as opposed to a traditional marketing campaign, the campaign was getting interest from a range of local sources.

Phase 2: Local Engagement and Original Content Creation

In April of 2014 the campaign shifted to focus more specifically on consumer engagement. The idea being that nobody told the Santa Rosa story better than the people who live, work and play here. So the decision was made to engage the local community in way that encouraged the creation of unique, very personal and individually compelling content. By bringing forward the real Santa Rosa, as revealed by the people who live here, the goal was to create marketing content that didn't seem like marketing – just interesting, passionate people talking about what they enjoy most about where they lived. That content could then be pushed out prospective visitors, offering an insider's perspective on Santa Rosa. Several touch points were created to gather and curate those stories.

OutThereSR.com

A new website was created as a destination for locals and tourists alike to discover Santa Rosa through a more authentic online experience. With local host bloggers in relevant categories like art, wine, beer, bikes and music, OutThereSR features an ever-evolving collection of original editorial that showcase the most interesting, if not the most universally well-known, things to enjoy in Santa Rosa.

The Welcome Wagon

A bread delivery truck from a local bakery was converted into a rolling photo/video booth, bandstand, soundstage, billboard and local merchandise pop-up store. At local events, it's a place for people to have their photos taken and posted at OutThereSR.com. Bands can perform and be recorded. Merchandise is sold, and the color custom wrap makes the truck a big ad on wheels for the Out There campaign.

The Out There Dispatch

The Out There Dispatch is an e-newsletter program that pushes content out to locals and prospective visitors. It's an opt-in option for digital relationship building. A way for people to stay connected to what the locals love about Santa Rosa. Pulling from existing opt-in lists and other sources, the effort currently reaches approximately 3,600 people per dispatch, with approximately an 18% click through rate

Share SR

In early 2015, a social hub was added to the site, creating a place for a wider range of locals to post and share their Santa Rosa stories. Under the heading ShareSR, the page provides a more personal, individual engagement platform. Locals now have a place to share their insights into what makes Santa Rosa a great place to visit. Prospective visitors, along with longer form editorial at OutThereSR, can now get an even closer connection to the people of Santa Rosa. To promote local sharing, an incentive sweepstakes was created, with one post selected each month to receive a selection of SR merchandise.

Out There Merchandise

A range of SR-branded products have been created throughout the last year to help raise awareness of the campaign and build local pride. Along with t-shirts, trucker hats and stickers, notepads and prints of original artwork from local artists were made available for sale on the website and at local events.

Original Artist Series

Starting at the beginning of Phase 2, and ongoing, the city has reached out to local Santa Rosa artists to create original artwork as part of the campaign. To date, four well-known local artists have created extraordinary pieces, each one highlighting some reference to Santa Rosa, and incorporating, in their unique way, the Out There In The Middle of Everything theme line. The artwork now appears on merchandise and other marketing items. Limited edition posters are also available for sale online and at the Welcome Wagon.

Phase 2 Summary

Taken collectively, Phase 2 of the Santa Rosa Out There campaign had been incredibly effective at building local awareness of the unique marketing effort, and growing enthusiasm for celebrating and sharing what people love about the city. It's also provided a solid foundation of compelling, authentic and diverse content that can be used as we extend the campaign more aggressively to prospective visitors.

CURRENT CAMPAIGN

Phase 3: Outbound Relationship Building and Tourist Attraction

Moving into Fall of 2015 through 2016, the Out There campaign embarked on a range of initiatives to push our content out to a broader audience, driving awareness of Santa Rosa as an exciting destination to travelers throughout the greater Bay Area and beyond. Beforehand, however, we made sure the site was as buttoned up as possible for attracting, tracking and engaging with the new visitors.

SEO and Site Tracking Optimization

Before launching a major outreach campaign to drive people to the OutThereSR site, we subcontracted with a digital consultancy to improve Search Engine Optimization, general site stickiness and analytics.

Some of the changes and additions included:

- Extensive keyword research
- Custom page titles and descriptions
- Competitive review for link-backs, citations and directly listings
- Addition of calendar application on site
- Revised post layouts to show date
- Add a street address to site schema
- Set up Google Webmaster Tools and set goals on Google Analytics
- Add an email sign-up pop-up
- Redesign site to limit white space and maximize above the fold content

All this was done before launching our online campaign to ensure the best possible results and analytics.

Outbound Campaign Strategy & Media Planning

To focus our efforts, and for maximum media efficiency and impact, we adopted a strategy of category micro-targeting for our outbound communications. Ads focused on "driving distance" markets (San Francisco and Sacramento) but some broader reach vehicles extended to LA, Seattle, Portland & San Diego.

High Value Content – Posts were created that appealed to two target audiences, one for cyclists and the other for beer enthusiasts. The posts were highly engaging, hyper-relevant to the audience, with a high production value.

Micro-Targeted Media – The media buy was planned to reach these identified target segments based on online behavior. Due to the specific nature of the category, we were able to identify very defined interest

groups and create advertising that was highly relevant. Online banner ads were created along with video for Pandora and online video pre-roll advertising.

- **Beer** – For high value content, a long form, professionally written, photographed and designed blog post was created that featured all the current Santa Rosa artisan breweries. The advertising featured a short video that offered the article as an online tour guide of the local beer scene.
- **Bikes** – A beautiful, professionally produced video was created to serve as high value content on the website. The video featured a range of the top bicycle rides around Santa Rosa. Short clips and stills from the video were used for the online advertising campaign.

Campaign Results and Learning

Over an eight-week period, the outreach campaign achieved an impression reach of over 12 million.

Delivery:

- Pandora – 3,000,000
- Ad Taxi Video – 4,000,000
- Ad Taxi Static – 5,700,00

Across all three media vehicles, there were over 20,000 clicks:

Clicks / Click Through Rate / Cost Per Click:

- Pandora – 12,724 / .98% / \$1.65
- Ad Taxi Video – 4,193 / .10% / \$2.39
- Ad Taxi Static – 6,028 / .11% / \$1.67

Post campaign analysis revealed a response rate over *double the industry average*. This was attributed to the high relevance of the content and compelling, quality production value of the creative.

Pandora was by far the most effective vehicle, with the highest Click Through Rate and lowest Cost Per Click. Moving forward, we would advise moving away from standard pre-roll video advertising whose lower performance may also be attributed to its broader reach into more distant markets with less general awareness of Santa Rosa.

Continuing Ambassador Content Creation

Throughout 2016 we maintained a weekly content cadence, with posts created by our local ambassadors in each of our key content areas. Santa Rosa marketing staff pushed the content out through social media to maintain a consistent, compelling, ongoing social media presence that garnered significant social engagement throughout the year.

Ongoing Local Engagement

A number of existing and new initiatives were created during 2016 to help raise awareness for the Out There campaign and grow local engagement. In the process, the design identity of the campaign has begun an evolution to move it further away from the Sonoma Wine Country look towards a “gritty in the city” aesthetic to ensure it stands out more in the context of other local destinations.

- **Welcome Wagon** – Continued presence at local events, taking photos, videos and extending through social media.
- **E-blasts** (Jan & July) – Two e-newsletters were sent out to the list of over 3,600 recipients. An average of 34% of these E-blasts were opened with a 19% click through rate.
- **Merchandise** – A new line of products was developed that focuses on more unique and high value items. Each item is intended to appeal to locals and visitors who want something highly distinctive that also shows off their affinity for Santa Rosa.
- **Local Advertising** – Through ad buys in The Bohemian, ads appeared under two short run campaigns:
 - Content-Specific – To raise awareness for the original content on OutThereSR.com
 - Merchandise – To promote SR items for purchase during the holidays

Phase 3 Summary

Over the time period from late fall to the end of 2016 the Santa Rosa Out There campaign succeeded in raising awareness and driving online engagement within specific interest groups in the “day trip” geography of the Bay Area. The campaign reach and Click Through Rates show that a significant number of people saw and reacted to the campaign. This at a time when the OutThereSR site continues to become a more robust destination for original content, and a more highly optimized marketing tool for SEO, site metrics and online engagement. While the available analytics don’t track directly to tourism, the high response rates show that the campaign has been effective in increasing awareness of, and engagement with, the City of Santa Rosa.

PROPOSED PHASE 4

PHASE 4 OBJECTIVES & PRELIMINARY INITIATIVES

Starting in 2017, the City of Santa Rosa Out There In The Middle of Everything campaign will move into its fourth year. To build on the momentum created to date, the campaign will focus on several key objectives. A preliminary set of initiatives are included, although these will be reassessed during the Strategic Roadmap phase at the beginning of the new contract time frame.

1. **Strategic Planning** – Based on the following objectives and preliminary initiatives, a comprehensive roadmap, or working marketing plan, will be developed to guide our efforts.
Estimated Costs: \$15,000
2. **Local Engagement** – Continue to increase local awareness and civic pride for the campaign. By making the campaign more supported locally, we help create brand ambassadors who spread the word about Santa Rosa wherever they go.
 - Merchandise – Offer highly desirable Santa Rosa branded items that are unique, distinctive and people are proud to own and wear.
 - Guerilla Marketing – Find unique and provocative places to spread the message of all the things happening here in Santa Rosa, from clever leave behinds, like coasters, to branded wall murals by local artists.
 - Maker Profiles – Showcase the wide range of interesting things being made here in Santa Rosa, but do it in a way that is uniquely Santa Rosan, not just a profile video.
 - Music Promotion – Continue work with North Bay Hootenanny and Second Octave to promote local music venues and create and disseminate music videos of local artists.
 - Original Artwork – Commission new original artwork from local artists that can be used as a merchandise item and as a design foundation for ongoing creative work.
 - Art Calendar – Daily planner style notebook or writing journal featuring local artwork.
 - Santa Rosa Event Promotion – Put the Out There campaign to work promoting existing events (beyond just blog posts) that are unique to Santa Rosa
Estimated Costs: \$60,000 (includes \$25,000 for Culture Pop High Impact Media)
3. **Organic Outbound Marketing** - Build on gains in awareness and engagement in key “driving distance” visitor markets that were supported by advertising last years. In lieu of paid media, consider social strategies like guest blogger outreach, attending out-of-town events that relate to our categories, extending “invitations” or promoting unique forms of transportation, etc.
Estimated Costs: \$20,000
4. **Aesthetic Evolution** - Evolve creative identity to:
 - Represent a more urban sensibility, further differentiating Santa Rosa from other Sonoma County destinations that have a consistent, rustic wine country identity
 - Introduce more original design work from original artists. While maintaining a consistent brand identity, with the logo and tagline, allow the overall visual aesthetic of the brand be more flexible and reflective of the local art and design scene.
Estimated Costs: \$15,000
5. **Campaign Maintenance** – Extend and Enhance:
 - Weekly OutThereSR.com ambassador posts
 - Quarterly “high impact” posts, professionally written and photographed and highly promoted through social media and all other available channels.
 - Welcome Wagon Presence – Continue Welcome Wagon presence at key Santa Rosa events, and consider ways to occupy local space in new, and newsworthy ways.
Estimated Costs: \$90,000 (includes \$25,000 for Culture Pop High Impact Media)
6. **High Impact Media Development** – In collaboration with Culture Pop Films, an ongoing stream of high-impact media content will be developed. Starting point initiatives that have been suggested include but are not limited to:
 - Commercial Spots - :30 to :60 video ads for broadcast or online
 - Video Featurettes – that promote and bring to life events, people, industries or elements of the Santa Rosa lifestyle and culture
Estimated Costs: Built In To Previous Initiatives

Total Costs: \$200,000 (including Culture Pop: \$50,000)

Timing: January 1, 2017 > July 31, 2018