

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager

4 **RESOLUTION 16-131(S)(A)**
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6 A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING AN
7 ECONOMIC DEVELOPMENT AND TOURISM MARKETING
8 AGREEMENT BETWEEN THE CITY OF HOMER AND THE HOMER
9 CHAMBER OF COMMERCE.
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11 WHEREAS, The adopted FY 2017 Operating Budget contains an appropriation and
12 transfer of \$51,000 to the Homer Chamber of Commerce; and
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14 WHEREAS, The appropriated funds are located within the Economic Development
15 Budget because the City views the Chamber as a contractor that is providing marketing and
16 other economic development services; and
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18 WHEREAS, In previous years, the Council has discussed whether it should ask the
19 Chamber if it was willing and able to expand its marketing and economic development efforts
20 to other sectors of the Homer economy; and
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22 WHEREAS, It is common and appropriate for there to be a contract or formal agreement
23 between the City and a business or organization providing contracted services; and
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25 WHEREAS, The City and the Chamber of Commerce have collaborated on an Economic
26 Development and Tourism Marketing Agreement which formalizes the relationship between
27 the parties and expands the Chamber's marketing and economic development efforts to other
28 sectors of the economy; and
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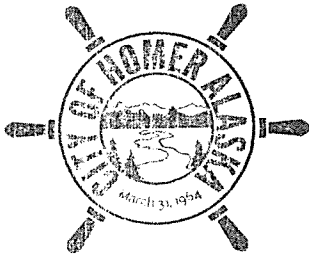
30 WHEREAS, The bulk of the Chamber's expanded economic development effort will be
31 marketing additional sectors of the economy and Homer generally as a great place to live and
32 establish a business; and
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34 WHEREAS, The Homer City Council reviewed the Economic Development and Tourism
35 Marketing Agreement at its regular meetings on December 5, 2016 and January 9, 2017.

36 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
37 Economic Development and Tourism Marketing Agreement between the City of Homer and the
38 Homer Chamber of Commerce; a copy of which is attached and incorporated herein.

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40 PASSED AND ADOPTED by the Homer City Council this 9th day of January, 2017.

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CITY OF HOMER

A handwritten signature in cursive script that reads 'Catriona Reynolds'. The signature is written in black ink and is positioned above a horizontal line.

CATRIONA REYNOLDS,
MAYOR PRO TEMPORE

49 ATTEST:

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52 A handwritten signature in cursive script that reads 'Jo Johnson'. The signature is written in black ink and is positioned above a horizontal line.
53 JO JOHNSON, MMC, CITY CLERK

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55 Fiscal Note: N/A



Our Mission: To support our membership through cooperative economic development and community service.

Homer Chamber & Visitor Center Economic Development & Tourism Marketing Agreement

This Agreement is made effective January 1, 2017 by the Homer Chamber of Commerce, whose address is 201 Sterling Highway, Homer, AK 99603, herein referred to as the "Chamber," a nonprofit 501 (c)(6) corporation, and the City of Homer, whose address is 491 E. Pioneer Avenue, Homer, AK 99603, herein referred to as the "City."

WHEREAS, the City has designated the Chamber as the lead marketing entity of the Homer community and the recipient of public funds which are to be utilized and expended for the promotion of the City of Homer economic development and tourism marketing, and

WHEREAS, the Chamber can best accomplish this mission most efficiently by focusing its energies on marketing the city and managing the marketing activities, and

WHEREAS; The City has determined that it is most efficient and cost effective to contract with the Chamber for marketing services instead of attempting to perform that function itself; and

WHEREAS, the Chamber is an organization whose mission is to promote and support a diversified economy for a positive business and living environment for its members and the greater Homer area. The Chamber accomplishes that mission by marketing the City of Homer as a destination for conferences, economic development, tourism in general as an economic development strategy for the community at large and its supporting members, specifically, and

WHEREAS, the Chamber has acquired the resources, facilities, and personnel with the specialized skills to conduct tourism and economic development marketing programs to attract and serve new businesses and visitors of all types.

NOW, THEREFORE, the parties, each in consideration of the promise herein agree as follows;

1. The City hereby engages the Chamber to market business and industry development and tourism for the City of Homer. The term of this Agreement shall initially be three (3) years, unless notice of termination of the Agreement is given pursuant to paragraph 7 hereof.
2. The Chamber accepts the engagement and shall diligently promote such businesses by producing marketing, sales promotion, and publicity programs including:
 - A. Sales calls to potential convention, tradeshow, and conference prospects;

- B. Participation in regional advisory committees engaged in business and industry development issues;
 - C. Exhibits at various conference shows and special events as deemed necessary by the Chamber to promote economic development and the visitor industry;
 - D. Conducting Homer familiarization tours and product development tours and activities;
 - E. Oversight of certain special community-wide events currently being held in the City of Homer as noted in annual addendum;
 - F. Hosting prospective meeting planners and other clients in the city to promote business and industry development and the tourism industry;
 - G. Development, production, and distribution of promotional sales materials;
 - H. Providing community and visitor information and assistance;
3. The Chamber shall conduct economic development and tourism industry promotion to aid the City in achieving their mission to increase customers coming to Homer, and attracting new business and industry to Homer by conducting programs including:
 - a) Work closely with the City EDC to develop a Relocation campaign targeted at Internet entrepreneurs, or individuals who can work from home for larger companies;
 - b) Tourism marketing, sales, and promotion campaigns;
 - c) Generic advertising of the community's assets and tourism attractions;
 - d) Market cooperatively with the Chamber's members to the mutual benefit of its members and the City;
 - e) Produce by itself, or by contract, brochures, visitors guides, maps, and other publications useful to economic development and tourism visitors;
 - f) Promote economic development and tourism via electronic media;
 - g) Operate a Visitor Information Center to serve visitors;
 - h) Work with other community groups and non-profits (such as the Arts) to market the broad quality of life aspects of living in Homer;
 - i) Work with other business sectors not necessarily Chamber members (such as Marine Trades) to promote the unique services that exist in Homer.
 4. For the promotion and marketing services rendered by the Chamber to the City for the community-at-large, the City shall pay to the Chamber, subject to appropriation, the amounts as detailed in an annual addendum as referenced in paragraph 5 hereof.
 5. The Chamber will annually, by November 15 of each year, provide a marketing workplan and budget ("Marketing Plan and Budget") outlining anticipated expenditures to conduct the aforementioned services on behalf of the City and the community. The Marketing Plan and Budget is a part of this Agreement and will compare the prior year's plan with actual results.
 6. The Chamber shall utilize and dedicate all such funds received from the City for the promotion of economic development and tourism in the Marketing Plan.
 7. This Agreement may be terminated by either party serving upon the other six months prior written notice of termination of the Agreement. This Agreement is binding upon both parties and shall inure to the benefit of their successors in interest. If the City terminates this agreement, the City agrees to pay for expenses already incurred at the time of notification of termination.

8. The Chamber is an independent contractor in the performance of any work under this Agreement, and neither the Chamber nor its employees, members or volunteers shall be an employee or agent of the City.
9. The Chamber shall defend, indemnify and hold harmless the City, its officials, employees, agents and contractors from any and all liability (including attorney fees) or claims for damages, including personal injuries, environmental damage, death and property damage arising out of or resulting from the Chamber's use of the City's funds or the Chamber's actions taken pursuant to this Agreement, including the Chamber's employees, assignees, contractors, agents or the public.
10. Prior to disbursement of any funds by the City, the Chamber shall procure and maintain, at the Chamber's sole cost and expense, comprehensive commercial general liability insurance with limits of liability of not less than TWO MILLION DOLLARS (\$2,000,000) for all injuries and/or deaths resulting to any one person and ONE MILLION DOLLARS (\$1,000,000) limit from any one occurrence. The Chamber will add the City to its generally liability insurance as an Additional Insured.
11. In addition to the insurance described in paragraph 11, the Chamber shall maintain, at the Chamber's sole cost and expense, workers' compensation insurance as required under Alaska law and owned and non-owned automobile liability insurance with limits of liability of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence combined single limit for bodily injury and property damage, and FIVE HUNDRED THOUSAND (\$500,000) total aggregate.
12. All insurance policies shall provide for thirty (30) days' notice of cancellation and/or material change to be sent to the City. All such policies shall be written by insurance companies legally authorized or licensed to do business in Alaska and acceptable to the City (Best's Rating B+ or better). The City shall be listed as an additional insured. Upon execution of the contract, the Chamber shall furnish certificates evidencing that it has procured the insurance required herein. The minimum insurance requirements under this Agreement shall not act to limit the Chamber's liability for any occurrence and shall not limit the Chamber's duty to defend and indemnify the City for claims related to this Agreement.

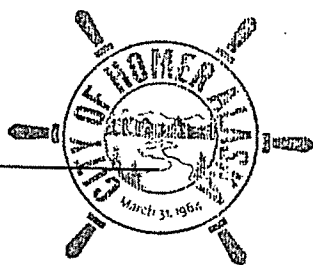
IN WITNESS THEREFORE, the parties hereto executed the Agreement by duly authorized offices respectively.

By: Karen Zak
 Karen Zak / Homer Chamber, Executive Director

By: Katie Koester
 Katie Koester / City of Homer, City Manager

ATTEST:

Jo Johnson
 Jo Johnson, City Clerk



1/11/17
 Date



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2017 MARKETING PLAN WITH ANTICIPATED BUDGET PERCENTAGES:

Information below describes the Homer Chamber of Commerce's planned use of the \$50,000 from the City for advertising, marketing, and economic development.

Specific core programs using these funds (for promotion of the following events to increase community participation & generate economic impact):

1. Winter King Salmon Tournament
2. Kachemak Bay Shorebird Festival
3. Jackpot Halibut Derby

New Initiatives using these funds are:

1. New website for visitors, locals, and chamber members
2. City of Peonies marketing
3. Pioneer Ave Revitalization marketing
4. Homer as a Health & Wellness destination
5. Homer as a Wedding destination

See attachment for prior years expenditures on marketing



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2017 Special Community-wide Events:

1. Winter Carnival
2. Cleanup Day
3. Get to Know Homer
4. Garden Club Plant Sale (Hosted)
5. Fourth of July Parade
6. Holiday Tree Lighting
7. Community Forums (legislative, candidate, information)
8. Chamber luncheons & Business After Hours