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**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-096

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING AN ECONOMIC DEVELOPMENT AND TOURISM MARKETING AGREEMENT BETWEEN THE CITY OF HOMER AND THE HOMER CHAMBER OF COMMERCE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The adopted FY 2024-2025 Operating Budget contains an appropriation and annual transfer of \$75,000 to the Homer Chamber of Commerce; and

WHEREAS, The appropriated funds are located within the annual budget because the City views the Chamber as a contractor that is providing marketing and other economic development services; and

WHEREAS, It is common and appropriate for there to be a contract or formal agreement between the City and a business or organization providing contracted services; and

WHEREAS, The City and the Chamber of Commerce have collaborated on an Economic Development and Tourism Marketing Agreement which formalizes the relationship between the parties since 2014; and

WHEREAS, The draft Agreement clearly outlines the Chamber's marketing efforts on behalf of Homer generally as a great place to live and establish a business and the Chamber's economic development efforts on behalf of multiple sectors of the economy; and

WHEREAS, The Agreement is renewed on a three year basis and remains substantially similar to the prior adopted agreement with the exception of an updated Marketing Plan provided by the Chamber; and


WHEREAS, The Homer City Council reviewed the Economic Development and Tourism Marketing Agreement and the Chamber's Marketing Plan at its regular meeting on September 25, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the Economic Development and Tourism Marketing Agreement between the City of Homer and the Homer Chamber of Commerce and authorizes the City Manager to negotiate and execute the appropriate documents.

43 PASSED AND ADOPTED by the Homer City Council this 25th day of September 2023.

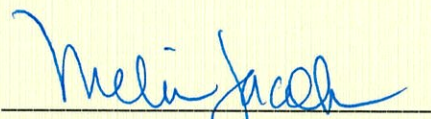
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CITY OF HOMER



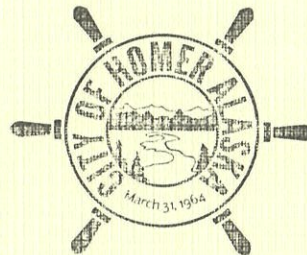
KEN CASTNER, MAYOR

51 ATTEST:

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53 _____

54 MELISSA JACOBSEN, MMC, CITY CLERK

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57 Fiscal Note: N/A





MEMORANDUM

Resolution 23-096, A Resolution of the Homer City Council Approving an Economic Development and Tourism Marketing Agreement Between the City of Homer and the Homer Chamber of Commerce, Authorizing the City Manager To Negotiate and Execute the Appropriate Documents

Item Type: Backup Memorandum
Prepared For: Mayor Caster and Homer City Council
Date: September 25, 2023
From: Julie Engebretsen, Economic Development Manager
Through: Rob Dumouchel, City Manager

The City of Homer and the Chamber of Commerce (Chamber) have had a Marketing and Tourism agreement since 2014. The agreements are renewed every three years. In the City's FY 24-25 budget effective July 1, 2023, Chamber funding was increased by Council amendment from the historical annual appropriation of \$51,000 to \$75,000, reflecting inflation, increased cost, and increased visitor center services since 2014. The attached draft marketing agreement includes additional marketing via social media and new community events which support both tourism and local quality of life.

Over the past year, the Economic Development Advisory Commission spent time considering Homer's quality of life. Concurrently, the Chamber of Commerce has modified its marketing plan to develop events and promotions to increase economic activity outside Homer's typical summer peak season, as well as try new activities which make Homer a great place to live and work. Its recognized by both groups that summer tourism cannot increase sustainably without more tourism related services, which is difficult in the current labor market. Seasonal and year round employees for restaurants, retail and services are hard to recruit and retain. Stable housing and childcare are both needs identified by the EDC, Chamber and business community to support current workers and encourage more people to participate in the workforce. To that end, the Chamber Executive Director Brad Anderson has been participating in community efforts to address housing and childcare. While these activities are not covered by the Marketing and Tourism Agreement, these efforts are worth mentioning here in recognition that the Chamber is sensitive to the capacity and needs of the community. The Chamber plans new marketing funds and activities around the shoulder and off seasons, supporting year round jobs and economic activity.

RECOMMENDATION:

Adopt Resolution 23-096



CHAMBER OF COMMERCE
& VISITOR CENTER

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

DRAFT Homer Chamber & Visitor Center Economic Development & Tourism Marketing Agreement

This Agreement is made effective September____, 2023 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 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 such as the following:
 - a) Sales calls to the 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 the 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 its mission to increase customers coming to Homer, and attracting new business and industry to Homer by conducting programs such as:
- a) Tourism marketing, sales, and promotion campaigns;
 - b) Generic advertising of the community's assets and tourism attractions;
 - c) Market cooperatively with the Chamber's members to the mutual benefit of its members and the City;
 - d) Produce by itself, or by contract, brochures, visitor guides, maps, and other publications useful to economic development and tourism visitors;
 - e) Promote economic development and tourism via electronic media;
 - f) Operate a Visitor Information Center to serve visitors;
 - g) Work with other community groups and non-profits (such as the Arts) to market the broad quality of life aspects of living in Homer;
 - h) 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 October 1 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 general 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: _____
Brad Anderson / Homer Chamber, Executive Director

By: _____
Rob Dumouchel / City of Homer, City Manager

ATTEST:

Melissa Jacobsen, MMC, City Clerk



CHAMBER OF COMMERCE
& VISITOR CENTER

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

DRAFT FY 2024 MARKETING PLAN

The information below describes the Homer Chamber of Commerce's planned use of the \$75,000 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. Halibut Derby
4. Solstice Festival
5. Winter Carnival Parade
6. 4th of July Parade
7. Alaska World Arts Festival
8. Peony Celebration
9. Newsletter distribution
10. Taste of Homer
11. Trick or Treat on Pioneer Ave.
12. Fall Festival

Marketing Homer

Homer Visitor and Relocation Guides

New Neighbor Program

Homeralaska.org Website

Numerous Social Media pages such as Visit Homer on Facebook and Instagram

Advertising in multiple travel publications and websites such as TravelAlaska.org, Alaska.org, Bell's Map, Peninsula's Best Maps, Alaska RV Guide.

Booth at Anchorage Sportsman Show, Anchorage Boat Show, Mat-Su Outdoorsman Show

Attend the annual Alaska Travel Industry Association (ATIA) Conference.

Marketing Homer as a Wedding Destination

Marketing City of Peonies

Coordination of Familiarization Tours with journalists

Operation of the Homer Visitor Centers on the Spit, Homer Airport, Downtown Homer and Baycrest Kiosk.