EXHIBIT "A" SCOPE OF WORK

I. CONTRACTOR's Contact Person

Beth Carmichael, Executive Director (707) 226-5813 x115

II. Purpose of Work

In order to secure Napa County's position as a "premier" destination, CONTRACTOR will develop and administer a comprehensive strategy design process for the area's visitor serving industries. This involves 4 critical components:

- A. Organize and develop support and participation from the entire community of stakeholders, both public and private. This buy-in from the community is critical as it will:
 - contribute to a full discussion for strategy development,
 - serve to educate the community about the effort, and
 - make implementation (not part of this contract) much more achievable.
 - obtain necessary matching funds for the Destination Brand Strategy Development Process;
- B. Develop a well articulated destination brand strategy for Napa County. A destination brand strategy is needed to focus public and private investment on an overall message that has wholehearted buy-in from the visitor serving industry *and* the people of Napa County;
- C. Provide project administration and management of the overall Destination Brand Strategy effort; and
- D. Enhance the operational capacity of CONTRACTOR to continue conducting its traditional activities that are separate but not exclusive of the Destination Brand Strategy project

III. Expected Outcomes and Benefits

The development of a successful destination brand strategy will have several positive and measurable outcomes:

- Clearly defined points of differentiation to distance Napa County as a destination from its competitors in the mind of visitors.
- Creation of a "promise" that frames the Napa County destination experience from the visitor perspective as the basis for decision-making and future planning.
- Increased revenues and profitability without the reliance on promotion-driven marketing initiatives.
- An improved Napa County destination image as brand initiatives revitalize the destination replacing outdated marketing practices.

- New opportunities for developing partnerships and alliances between private businesses and public organizations.
- Enhanced competitive positioning and market share.
- Increased visitor financial contribution.
- More engaged visitor-serving industry constituency, and local political support,
- Community consensus on a vision for tourism and the need for proper funding

This program of work will also gather substantial current information that will be useful to the projects of COUNTY and the other city members of the Partnership, including:

- Informing the general plan process when discussing economic development and tourism:
- Informing the Napa County League of Government's Visitor-Serving Strategy;
- Establishing a countywide coalition that will assist the county in gathering information on other critical issues and distributing information important to the county; and
- Providing support for the development of the Lake Berryessa region for visitors and residents alike within the context of the Napa County destination strategy

IV. Statement of Work

Objective (A)

BUILD AND MAINTAIN A BROAD BASE OF COMMUNITY SUPPORT FOR DESTINATION PLANNING AND THE DESTINATION BRAND STRATEGY

Introduction

Broad community support is essential to the development and implementation of a successful destination strategy in Napa County. From the outset, leadership and key stakeholders have to whole-heartedly believe in the approach or the destination will fall short of its anticipated goals. CONTRACTOR will build this needed community support by working in close collaboration with the NVEDC who is experienced in building community-based coalitions.

Several methods will be used to build community support including but not limited to the following:

Task #1

Conduct large scale (100-200 attendees) public Forums on tourism issues in Napa County. The number, timing, location, and all logistics for the mounting of these Forums will be determined as part of the action plan outlined in Task #B1.(Destination Brand Strategy Action Plan)

Task #2

Conduct individual face-to-face meetings with key stakeholders to clarify their concerns and to solicit their input on elements of the Destination Brand Strategy. The number,

timing, location, and all logistics for these meetings will be determined as part of the action plan outlined in Task # B1. .(Destination Brand Strategy Action Plan)

Task #3

Obtain matching commitments according to part VIII Funding and Match schedule) from public and private partners.

Task #4

In accordance with paragraph 1 of contract recitals (page 1) determine who shall have rights to use, as a part of "the partnership" the ideas and concepts derived from the Destination Brand Strategy process. Note: work products such as brochures, flyers, etc, will be made available to all members of the public for their use.

Task #5

Conduct presentations to community groups by CONTRACTOR's staff and by subcontractor Duane Knapp to communicate the principles behind the Destination Brand Strategy process and to solicit participation in community forums. The number, timing, location, and all logistics for these meetings will be determined as part of the action plan outlined above.

Task #6

Establish and coordinate a broad based coalition of key stakeholders comprised of principal community organizations selected by CONTRACTOR that will meet as a "Roundtable" on a regular basis (at least quarterly). Duane Knapp will be retained to act as guide and facilitator throughout the process, will work with CONTRACTOR and the staff of subcontractor NVEDC to build the coalition process. This roundtable will provide ongoing feedback to CONTRACTOR as well as provide additional mechanism to build comprehensive public participation in the Destination Brand Strategy development process. The number, timing, location, and all logistics for Roundtable meetings will be determined as part of the action plan outlined in Task #A1.

Task #7

A core group of roundtable participants, (Brand Team) determined by CONTRACTOR, will own and direct the process and guide the ultimate decision-making. It will be their responsibility to share the process with the other *Roundtable* stakeholders and lead the coalition to ensure the strategy's acceptance and buy-in by the community at large. CONTRACTOR will be ultimately responsible for all management decisions as elaborated in the action plan outlined above.

DELIVERABLES:

- ✓ Sign in sheets and transcripts to quarterly public forums, roundtable meetings, Brand team meetings and any other formal meetings identified in the Destination Project Action Plan specified in Task #B1
- ✓ Written endorsements in the form of letters of support for the agreed strategy, media articles, and other documentation, such as the results of surveys, that can reasonably be said to document the community's agreement with, and support for, the destination strategy that will be described in *The Destination Brand Doctrine*. **Due at end of months 5, 10, 15, and 20**
- ✓ Secured project match funding consistent with Part VIII, Funding/Match Schedule
- ✓ Project reports will be submitted summarizing the evidence described above and reporting on the status of community participation in the development of the Destination Brand Strategy and, as the strategy itself emerges, support for the strategy. **Due at end of months 5, 10, 15, and 20**

Objective (B) Please refer to the Destination BrandScience publication by Duane Knapp and Gary Sherwin and the BrandStrategy Inc. proposal dated August 2005 for specific detail on the implementation of this objective. These publications are incorporated by reference herein. See also Attachments A and B, attached to this Agreement and incorporated herein by reference.

DEVELOP A COUNTYWIDE DESTINATION BRAND STRATEGY

Introduction:

A destination brand is more than just the worldwide recognition of the Napa Valley name. A successful destination needs to be perceived as distinctive and make a promise to its visitors and guests to deliver emotional and functional benefits. Transforming a destination into a genuine brand requires the same disciplines and processes used by other businesses and organizations. To be a genuine brand, such as Fed Ex and Starbucks one has to first "think like a brand". Thinking like a brand requires a different mindset, perspective and approach from just business as usual. When a destination consisting of all its many public and private sector constituent parts thinks and acts like a Genuine Brand, the entire community understands what the promise is and how they deliver the right experience. Leading destinations that deliver on their promise to their visitors and stakeholders will benefit from enhanced member satisfaction and visitor demand that provides profitable pricing opportunities for the business community as well as an increased pride, tax benefits and the power of a positive experience. The key for a destination to become a successful Genuine Brand is to focus on providing distinctive and relevant experiences that enrich the visitor and provide lasting and memorable impressions. The approach of CONTRACTOR and its subcontractors shall be to identify the paradigm shift necessary for Napa County to create and deliver a Genuine Brand.

The development of the Destination Brand Strategy will be a multifaceted and disciplined process. A highly detailed action plan will be developed in the first month of the project timeline. The action plan will feature a comprehensive logistics outline enumerating all project staff responsibilities, detailed cash flow, communications timelines, action milestones, partnership buy-in milestones, project metrics, and report deadlines. This action plan shall be used as a companion piece to the statement of work identified here within.

Task #1

Conduct a planning process leading to the development of a Destination Brand Strategy Action Plan. This Action Plan will serve to guide staff, stakeholders and contractors with clear project implementation steps (described in Introduction). The Action Plan will include at a minimum, all objectives, tasks and deliverables included in this Statement of Work.

Deliverable:

✓ Project Action Plan described in Task #B1. **Due at end of Month 1 (Quarter 1)**

Task #2

Develop a countywide Destination Brand Strategy appropriate to a globally recognized premier destination with unique cultural, environmental and agricultural assets. The development of the destination brand strategy will be a multifaceted and disciplined process that will be undertaken in four phases. The four phases and their corresponding implementation steps are:

o **Brand Assessment**

- comprehensive analysis of selected existing competitive materials
- analysis of existing advertising and images
- review of all recent and relevant research and data
- evaluation of Napa County brand's current promise
- guest transaction analysis
- interviews
 - o roundtable members
 - o core team members
 - o board leadership
 - o residents
 - o influencers
 - o stakeholders
- one-day destination work session with Brand Team
- analysis of competition
- analysis of Napa County environment including
 - o vision
 - o brand heritage
 - o current brand image
- create written assessment document

- o <u>Brand Promise</u> Defining the destination's essence and experiential commitment incorporating guest viewpoint
 - Determine how the destination wants the guest to feel
 - Determine Napa County's distinctive competence as a destination brand
 - Establish three essential attributes of Napa County's Brand Promise:
 - o The "something" that will be done
 - o An expression of assurance
 - o Perception of future excellence
 - Produce a written Brand Promise from visitor's point of view
 - Test market Brand Promise with community groups and visitor sample
 - Use Brand Promise as cornerstone for Brand Strategy a compass reading for everything else that follows
- o <u>Brand Blueprint</u> becoming distinctive in visitors' minds apart from other destinations
 - Create the architectural building blocks for the brand's communication.
 - Develop the brand characteristics:
 - o name
 - o graphic representation
 - o byline
 - o tag line
 - o brand story
 - o messages
 - Develop a "Halo" Brand Strategy for all individual Napa County cities and government stakeholders and undertake the above process for each.
 - o Calistoga
 - o St. Helena
 - o Yountville
 - o City of Napa
 - o American Canyon
 - Ensure that all brand messages are consistent with what the brand stands for-"The Promise"

o **Brand Culturalization** – Brand Promise indoctrination process

- Identify all organizations and groups that will participate in the culturalization process
- Develop Culturalization Training guides for
 - o Key leadership
 - o business owners
 - o management
 - o employees
- Outline Brand Equity goals
 - o describe performance tracking metrics
 - o describe forms of financial reporting
 - o describe forms of visitor satisfaction tracking
- Outline Brand communication plan
 - o internal and external messages
 - o describe separate written plans for public relations, marketing, internal communications

The four phases above are described in detail in Destination BrandScience (incorporated by reference herein) published by the International Association of Convention and Visitors Bureaus (IACVB). Because this approach has proven to be highly successful in other destinations it has been adopted by CONTRACTOR as the project roadmap.

Deliverables:

- ✓ The Destination Brand Doctrine that will define the essence of the county as a destination experience and will position the county to achieve a sustainable competitive advantage and optimize its brand equity. The Doctrine will include the four phases of Brand Assessment, Brand Promise and Brand Blueprint and Brand Culturalization as described above. **Due at the end of Month 20**
- ✓ A Brand Assessment consisting of an executive summary, detailed observations, and recommended next steps, including research recommendations with residents, guests, influencers and stakeholders will be provided, as it becomes available, to the NCLOG Community Development Sub-committee for the purpose of supporting the NCLOG Visitor-Serving Strategy. **Due at the end of Month 5**

Task #3

Design and develop Communications and Media plan and materials.

During the BrandPromise and BrandBlueprint phases graphic representation work will be undertaken to bring the Blueprint and Promise to life through graphic images and design "blueprints". These graphic templates will inform the creation of various communication tools that will be needed to reach the targeted travel consumer identified by the strategy. Funds have been budgeted for this work, and while at this point it is not possible to be more specific, the BrandBlueprint phase will precisely identify what will be needed —for example: video; DVD; web; print collateral— and the work to create these will be undertaken by outside agencies under contract to CONTRACTOR.

Deliverable:

✓ graphic templates as determined by the Brand Blueprint phase. **Due at the end of Month 24**

Task #4

Conduct additional supplementary research as is necessary to complete the Destination Brand Strategy. For instance, one region within Napa County that will quite likely require additional primary research work is Lake Berryessa. Historically outside of the "Napa Valley" brand identity, this region is about to undergo a major transformation as a destination within Napa County.

Deliverable:

✓ Research document outlining findings that will inform and be incorporated into the Destination Brand Strategy. **Due at the end of Month 20**

Task #5

Assure intellectual property protection of all materials developed as a part of this agreement.

Deliverable: intellectual property protection documentation on file for review. **Due at the end of Month 24**

Objective (C)

CONDUCT ALL FACETS OF PROJECT ADMINISTRATION AND MANAGEMENT ENSURING THE SUCCESSFUL ACHIEVEMENT OF GRANT GOALS, OBJECTIVES, DELIVERABLES AND OUTCOMES DELINEATED IN THE DESTINATION BRANDSCIENCE PUBLICATION AND DESTINATION STRATEGY PROPOSAL SUBMITTED BY CONTRACTOR (INCORPORATED BY REFERENCE HEREIN) ARE MET.

Introduction:

CONTRACTOR is uniquely positioned as the agency representing the diverse stakeholders in the hospitality and tourism industry to see this project through. It has the management capacity and staff with requisite knowledge and skills of the industry, to both administer and manage the Destination Brand Strategy project. As a part of its overall administrative and management responsibilities on behalf of the project, CONTRACTOR will conduct the following tasks:

Task #1

In order to evaluate the success of the Destination Brand Strategy effort, create a performance monitoring program. This program will begin immediately in order to identify benchmark performance indicators for the 2006 - 2007 year. At a minimum the monitoring program will include the review of:

- ✓ Overall tourism performance countywide
- ✓ General health of the local tourism industry
- ✓ Performance of the county's destination strategy and marketing efforts

Task #2

Determine Long-Term Funding For Destination Management/ Marketing In Napa County

To provide for the destination's long-term strategic needs, long-term funding sources will need to be systematically identified and secured. Examples of such include but are not limited to:

- Private-Sector Corporate Funding
- Strategic Brand Alliance Funding
- Grants Funding
- Inter-Jurisdictional Funding
- Business Improvement District (BID) Funding

Task #3

Conduct general project administration and management duties on behalf of the Destination Brand Strategy project including:

- ✓ Plan, organize and direct the activities of CONTRACTOR's Brand Strategy subcontractors to assure leadership and alignment; manage and monitor the work with subcontractors and vendors providing services to CONTRACTOR.
- ✓ Consult with project staff on the project activities in order provide leadership and direction to stakeholders and organized steering groups, insuring coordination and communication with all project members, management staff, and vendors.
- ✓ Manage information systems designed to track project activities and expenditures and report all relevant data to County.
- ✓ Manage overall project and sub-contracts to evaluate progress on goals, costs and timelines as necessary; make adjustments as necessary.
- ✓ Make written and verbal presentations as to project progress, problems, milestone achievements, timeline changes, and budget implications.
- ✓ Prepare all quarterly and annual reports on projects and correspondence; prepare special administrative reports.

DELIVERABLES:

There are three deliverables associated with this Objective:

1) Monitor the destination's performance

The deliverable will take the form of a written "Destination Performance Monitoring Strategy" report describing the key indicators for Napa County tourism, the local visitor-serving industry and destination marketing; and the methodology for their collection, compilation, analysis and distribution. **Due at the end of Month 24.**

2) Determine Long-Term Funding For Destination Management/ Marketing In Napa County

The deliverable will take the form of a written report that will identify and make recommendations on the funding sources, both locally and nationally, appropriate to the long-term financing of destination marketing in Napa County. **Due at the end of Month 24.**

3) Program Administration and Management

The deliverable will consist of written reports addressing the activities delineated in Objective 3, Task 4, and the overall progress on the project according to Destination Project Action Plan identified in Task #B1. **Due monthly during the term of the Agreement.**

Objective (D)

MAINTAIN CURRENT CONFERENCE AND VISITOR BUREAU PROGRAMS.

Introduction:

As the primary destination marketing organization in Napa County it is CONTRACTOR's responsibility to initiate, develop and implement a destination brand strategy. The Mission of CONTRACTOR, as a partner-driven organization, is to manage the marketing of countywide tourism, in a manner that strengthens the local economy, enriches the quality of life, and preserves Napa Valley's agricultural heritage. CONTRACTOR was formed in 1990 to undertake countywide responsibility for the destination's *Napa Valley* brand identity, and its marketing, and communications with the travel industry, the media and the travel consumer. CONTRACTOR is a 501(c)(6) non-profit corporation with a membership of over 500 partners among key businesses and organizations within the county's visitor-serving industry.

CONTRACTOR is well positioned; has the appropriate expertise and experience to undertake this work and will provide the necessary staff time and administrative facilities. In order to do so while meeting its current level of commitments and responsibilities CONTRACTOR will need to strengthen its ability to provide some essential destination services and support functions. These activities include:

- offering visitors up-to-date information and free itinerary planning services regarding Napa County's many attractions, cultural events, accommodations, restaurants, wineries, shopping experiences, and open spaces;
- responding to group and individual inquires for destination information & event planning;
- coordinating trade show and advertising opportunities for partner businesses;
- assisting with media requests for destination information;
- maintaining partner information databases for staff, volunteers and visitors;
- organizing monthly community and partner events;
- maintaining the Official Napa Valley Visitor Center open 7 days a week that serves over 130,000 guests annually; and
- managing a Visitor Services staff of over 75 people consisting of volunteers and paid staff.

Task #1

Provide Destination Public Relations & Media Services.

It is important to maintain the current state of the destination as the Partnership moves forward with the Destination Brand Strategy project. To do so, provision needs to be made for basic destination public relations and media services which are essential to establish a baseline from which the new programs can take off. CONTRACTOR will contract with a media services company to provide these services.

DELIVERABLES:

- ✓ Provide Destination Public Relations & Media Services

 The deliverable will be a yearly report on the media services provided for the destination and will include the number of media "impressions" for the year and their marketing dollar value. Upon request public relations and media materials will be provided. **Due at the end of Months 12 and 24.**
- ✓ Executive Director's monthly report on CONTRACTOR's operations.

V. Compliance with Government Code Section 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

VI. TIMELINE BY TASK

Monthly Timeline (Tentative)

Tentative Monthly Timeline pending completion of the Action Plan which will be more detailed and will include at a minimum all activities/deliverables identified here.

Year I Start Year 2

								Year	ı			Si	tart Y	ear 2											
	M0	MI	M2	M3	M4	M5	M6	M7	M8	M9	MI0	MII	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	M20	M21	M22	M23	M24
Objective A Tasks Will be invoiced monthly based on time and materials																									
AI Conduct public forums				X			X			X			X			Х			Х			Х			X
A ₂ Conduct individual stakeholder mtgs	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	X	Х	Х	Х	Х	Х	X	X	Х	Х	Х	Х	Х
A ₃ Obtain matching Private and public funds for project				Х			Х			х			Х			Х			Х			х			х
A4 Determine "the partnership"	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	X	Х	X
As Coordinate key stakeholder roundtable mtgs				X			X			Х			Х			Х			Х			Х			Х
A ₆ Present at Community Group meetings			Х			х			X			Х			Х			Х							
A ₇ Hold Brand Team Meetings		Х	Х	Х	Х	Х	Х	X																	
Objective A Deliverables																									
Private and Public financial commitments secured according to funding schedule				х			X			X			X			Х			х			X			X

	M0	MI	M2	M3	M4	M5	M6	M7	M8	M9	MI0	MII	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	M20	M21	M22	M23	M24
Written Endorsements						Х					Х					Х					X				X
Monthly or Quarterly Project Reports		Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Objective B Tasks Will be invoiced based on deliverables																									
B ₁ Develop a countywide destination brand strategy doctrine																									
Project Action Plan		Х																							
Brand Assessment	Х	X	X	X	Х																				
Analysis of existing competitive materials	Х	X	X	X	X																				
Analysis of existing destination competitive materials	Х	Х	Х	Х	Х																				
Review of Recent Research	Х	X	Х	Х	X																				
Evaluation of NC current brand promise	Х	X	Х	Х	X																				
Guest transaction analysis	Х	X	Х	Х	X																				
Interviews with community and travel influencers (Deliverable)	х	х	X	X	Х																				
Analysis of Competition (Deliverable)	Х	Х	Х	Х	Х																				
Analysis of NC environment	Х	Х	Х	Х	Х																				
Creation of written document assessing all of the above	Х	Х	Х	Х	Х																				
Brand Promise						X	Х	Х	Х	Х															
Determine how the destination wants the guest to feel						Х	Х	Х	Х	Х															
Determine NC's						Х	Х	Х	Х	Х															

	M0	MI	M2	M3	M4	M5	M6	M7	M8	M9	MI0	MII	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	M20	M21	M22	M23	M24
distinctive competence																									
as a destination brand																									
(deliverable)																									
Establish 3 essential						Х	X	Х	Х	Х															
						^	^	_ ^	^	^															
attributes of the NC																									
Brand Promise																									
Produce a written						Х	Х	Х	Х	Х															
Brand Promise from																									
visitors point of view																									
(deliverable)																									
Test market brand						Х	X	Х	Х	Х															
promise with																									
community groups and																									
visitor samples																									
(deliverable)																									
Use brand promise as						X	Х	Х	Х	X															
cornerstone for brand																									
strategy																									
Brand Blueprint										Х	X	Х	X	X	X										
Create the										Х	X	Х	Х	X	Х										
architectural building																									
blocks for brand's																									
communication																									
(deliverable)																									
Develop brand										Х	X	Х	Х	X	Х										
characteristics																									
(deliverable)																									
Develop halo brand										Х	Х	Х	Х	Х	Х										
strategy for individual																									
jurisdictions																									
(deliverable)																									
Ensure that all brand										Х	X	Х	X	X	X										
messages are												- -													
consistent with what																									
the brand stands for																									
Brand				-			1	1								Х	X	Х	Х	Х		 			
Culturalization																		^							
Identify organizations																Х	Х	Х	Х	Х					
and groups that will																									
participate in the																									
Culturalization process																									
(deliverable)																									
Develop																X	Х	X	Х	Х					
Culturalization																									
Training Guides for																									
(deliverable)																									

	M0	MI	M2	M3	M4	M5	M6	M7	M8	M9	MI0	MII	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	M20	M21	M22	M23	M24
Outline brand equity																Х	Х	Х	Х	Х					
goals (deliverable)																									
Outline brand																Х	Х	Х	Х	Х					
communications plan																									
(deliverable) B ₂ Design a										X	Х	X	X	X	X										
communications and media plan and materials												^	^	^	^										
B ₃ Conduct supplementary research				X	Х	Х	Х	Х	Х	Х	X														
B ₄ Secure Intellectual property protection														То В	Deter	mined									
Objective B Deliverables																									
Project Action Plan		Х																							
Destination Brand Doctrine																					X				
Brand Assessment with executive summary and detailed observations and recommendations						X																			
Graphic design templates for the brand																									Х
Research Document outlining findings																					Х				
Secure Intellectual property protection																									Х
Objective C Tasks																									
Will be invoiced																									
monthly based on																									
time and materials C ₂ Monitor NC				-						X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
performance as a destination											^														
C ₃ Conduct project administration and mgmt	X	X	X	X	X	Х	X	X	X	X	X	Х	Х	X	X	Х	X	Х	Х	Х	Х	Х	Х	Х	X

	M0	MI	M2	M3	M4	M5	M6	M7	M8	M9	MI0	MII	MI2	MI3	MI4	MI5	MI6	MI7	MI8	MI9	M20	M21	M22	M23	M24
	ليا	ليا	ليبا		ليبا			ليبا	ليبا	لببا	ليبا	ليبا	ليبا	ليبا	ليبا	ليبا	الببا	ليبا	ليبا	ليا	اليبا	ليبا	ليبا	ليبا	
C4 - written reports on program administration and mgmt Objective C	X	X	X	X	X	X	X	X	X	X	X	X	×	X	X	X	X	X	X	X	X	X	X	X	X
Deliverables																									
Provide annual report on media services														Х											Х
Provide Destination Performance Monitoring Strategy																									X
Provide written report on long-term funding for destination marketing and management																									x
Written report addressing project mgmt and administration					X			Х			X			Х			х			X			X		Х
Objective D Tasks Will be invoiced monthly based on time and materials																									
C ₁ Provide Destination PR and Media services	X	X	Х	Х	Х	Х	X	X	X	X	Х	X	X	х	X	X	X	Х	X	X	X	X	Х	X	Х
C ₂ Purchase equipment	х	х	X	Х	X	X							Х	Х	Х	Х									
Objective D Deliverables																									
Provide annual report on media services														Х											Х
'	l1	1 1	Ι,	1	Ι,		1 1	1 1	1 1	1	1 1	1 1	l i	l j	1 1	1 1	1 ,	1 1	I i	I i	t i	t i	1 1	t i	1

EXHIBIT "B"

COMPENSATION AND REIMBURSEMENT

I. PAYMENT AND REPORTING:

- A. Actual and accrued expenses shall be reported on a monthly basis by the line items listed in the Budget, as an attachment to the expenditure report. If there are no accruals, CONTRACTOR shall report as such.
- B. Funds provided under this Agreement shall be utilized only for **reimbursement** of wages, benefits and expenses paid by or incurred by CONTRACTOR to employees and subcontractors performing duties to fulfill objectives, tasks and deliverables described in Section IV of Exhibit A, above, and for materials, supplies, equipment, other costs described in this Exhibit B, not to exceed \$500,000.
- C. Payments shall be tied to deliverables and time and materials for work described in Exhibit A. It is reasonably expected that COUNTY will conduct a review of the invoice and supporting documentation and, if such documentation is deemed sufficient by COUNTY's Community Partnership Manager, shall provide the reimbursement to CONTRACTOR within 30 business days after submittal.
- D. CONTRACTOR shall complete the Monthly and/or Quarterly Project Reports no later than fifteen (15) days after the end of each quarter. These reports will include documentation of work (timesheets) conducted toward the objectives, tasks and deliverables of the project and shall be used to support payment for work performed and deliverables accomplished.
- E. CONTRACTOR shall provide such documentation as may be required at any time by COUNTY's Community Partnership Manager, Auditor, or County Executive Officer to substantiate CONTRACTOR's claims for payment. COUNTY may withhold payment of specific items for failure by CONTRACTOR to provide the documentation required by COUNTY in relation to the relevant item.
- F. CONTRACTOR's services and claims shall be subject to any audits conducted by COUNTY. Any resulting audit exceptions shall be repaid to COUNTY.

II. PROJECT FUNDING AND MATCH SCHEDULE

COUNTY will reimburse CONTRACTOR for actual and accrued costs and expenses to perform the tasks required under this Agreement, not to exceed a maximum of \$250,000 a year for each 12-month period commencing on November 15, 2005 and November 15, 2006, respectively, and \$62,500 for each 3-month period within such 12-month periods, assuming satisfactory completion of the specified objectives, tasks and deliverables. COUNTY will reimburse CONTRACTOR on a deliverable basis for Objective B, Tasks #1 and #2. All other objectives and tasks will be reimbursed on a time and material basis. Funding shall be in accordance with the following schedule:

Funding Schedule

First Year Funding

	Ist Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
County Funds	\$62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$250,000.00
Private Matching Funds target	\$ 55,000.00	\$ 60,000.00	\$ 65,000.00	\$ 70,000.00	\$250,000.00
Public Matching Funds target		\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$100,000.00
TOTAL	\$117,500.00	\$147,500.00	\$152,500.00	\$182,500.00	\$600,000.00

Second Year Funding

	Ist Quarter	2 nd Quarter	3 rd Quarter	4th Quarter	TOTAL
County Funds	\$62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$250,000.00
Private Matching Funds target	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00
Public Matching Funds target	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00
TOTAL	\$157,500.00	\$157,500.00	\$157,500.00	\$157,500.00	\$630,000.00

III. COST ALLOCATION SUMMARY

	Year 1 request	Year 2 request	Total County	Other Sources	Total project budget (all
			Share		sources)
Personnel (including benefits)					
Executive Director (.25 FTE)	0	0	0	51,741.00	51,741.00
Project Manager (.75 FTE)	0	0	0	103,482.00	103,482.00
Administrative Assistant (1 FTE)	0	0	0	90,000.00	90,000.00
Information/Data Manager (1 FTE)	0	0	0	90,000.00	90,000.00
Support Staff (.135 FTE)	0	0	0	35,290.60	35,290.60
sub total	0	0	0	370,513.60	370,513.60
Equipment					
Computer and software	20,000.00	0	20,000.00	41,000.00	61,000.00
sub total	20,000.00	0	20,000.00	41,000.00	61,000.00
Supplies					
Copier and copies	0	0	0	10,000.00	10,000.00
Desktop Supplies	0	0	0	10,000.00	10,000.00
sub total	0	0	0	20,000.00	20,000.00
Contractual					
Build Community Support	36,000.00	36,000.00	72,000.00	72,000.00	144,000.00
Destination Brand Strategy	162,000.00	54,000.00	216,000.00	0	216,000.00
Presentation graphics/multimedia	32,000.00	119,905.00	151,905.00	123,496.00	275,401.00
Destination strategy research	0	0	0	80,000.00	80,000.00
Intellectual Property protection	0	5,000.00	5,000.00	13,000.00	18,000.00
Public Relations/media services	0	0	0	100,000.00	100,000.00
Destination Performance Monitoring	0	35,095.00	35,095.00	13,075.00	48,170.00
Long term funding study	0	0	0	7,000.00	7,000.00
Sub total	230,000.00	250,000.00	480,000.00	380,571.00	888,571.00
<u>Other</u>					
Rent, telephone, utilities	0	0	0	22,781.50	22,781.50
Overhead	0	0	0	22,400.00	22,400.00
sub total	0	0	0	45,181.50	45,181.50
Grand Total	250,000.00	250,000.00	500,000.00	842,266.10	1,385,266.10

EXHIBIT "B, Supplement I"

Budget Detail

Subcontractor: <u>BrandStrategy, Inc.</u>

Activity: Facilitate a Destination Brand Strategy

Term of Subcontract: __November 15, 2005 through November 14, 2007

Line Items	Year I - County	Year 2 - County	Total County Share	Other Sources	TOTAL PROJECT BUDGET
Personnel					
Duane Knapp and support of his organization Flat retainer rate of \$200,000 (estimated at \$200/hr.) to complete all four phases of the brand strategy work	\$156,000	\$52,000	\$208,000	\$0	\$208,000
Equipment					
Supplies Copier, office	n/a	n/a			
supplies Contracts	n/a	n/a			
Other					
Rent, telephone, utilities Overhead	n/a	n/a			
Other	n/a	n/a			
Project					
Related Expenses Such as airfare, meals, car rental accommodations	\$6,000	\$2,000	\$8,000	\$0	\$8,000
Total	\$81,000	\$27,000	\$108,000	\$0,0	\$216,000

ATTACHMENTS

ATTACHMENT A: Destination BrandScience: Building a Genuine Destination Brand for Napa County —Strategy Summary.pdf

ATTACHMENT B: Destination BrandScience by Duane Knapp and Gary Sherwin

ATTACHMENT C: Program of Work Budget Detail