

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE August 18, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Amend the Agreement with Never Boring Design Associates, Inc., for the Department of Parks and Recreation Marketing Plan

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 1 to Professional Services Agreement A022315 with Never Boring Design Associates, Inc., in the amount of \$199,255 for a total not to exceed amount of \$245,441 to implement aspects of the marketing plan for the Department of Parks and Recreation.
2. Authorize the Director of Parks and Recreation, or designee, to sign Amendment No. 1 to Agreement A022315 with Never Boring Design Associates, Inc., in the amount of \$199,255.

FISCAL IMPACT:

The amendment to the professional services agreement is \$199,255 for the continued branding and advertising efforts of the Parks Department. The total not to exceed amount of \$245,411 includes the previously approved amount of \$46,186 to implement a portion of the marketing plan. Funding is included in the Fiscal Year 2015-2016 Parks and Recreation budget.

BOARD ACTION AS FOLLOWS:

No. 2015-384

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Amend the Agreement with Never Boring Design Associates, Inc., for the Department of Parks and Recreation Marketing Plan

DISCUSSION:

On December 13, 2013, the Department of Parks and Recreation (Department) solicited proposals from qualified and experienced consultants for the development of a Parks marketing strategy. In June 2014, the Department contracted the services of Never Boring Design Associates, Inc. (Never Boring), a local marketing firm to research and develop a five-year marketing plan and implementation strategy. The primary objectives for the marketing plan are to increase the public's knowledge and awareness of the County's regional park system and each individual park, and to increase visits by groups and individuals, as well as attract large groups and events.

In January 2015, the Stanislaus County Parks and Recreation marketing strategy and plan was completed. Recommendations in the marketing plan include increasing services to our community, increasing revenue, and research and analysis of best practices for attracting park patrons, local vendors and events.

On February 27, 2015, the Department contracted with Never Boring, in the amount of \$46,186, for the following:

- Create a brand for the Stanislaus County regional parks that is modern, active, and welcoming;
- Create a regional parks system logo, and five separate logos for each regional park that will be used on all marketing collateral;
- Create a brochure for Woodward Reservoir;
- Design and maintain the content on a Parks website home page and individual pages for each regional park;
- Create a strategic calendar of when press releases will be written and disseminated;
- Coordinate media hosting at identified events throughout the year;
- Create a Social Media presence (Facebook, Twitter, and Instagram), and provide standard content for twice-a-month posting; and
- Market an Easter Egg Hunt event at Modesto Reservoir through direct mail, radio promotion, and Facebook advertising.

To date, Facebook pages have been created for the five regional parks and both Modesto and Woodward Reservoirs pages are being used to advertise events at the parks this season. Draft logos and content, that would be used on all marketing materials, have been presented to staff for review. The first annual Easter Egg Hunt at Modesto Reservoir was a success with approximately 900 people in attendance on April 4, 2015.

On June 9, 2015, the Board approved funding for the continued implementation of the Parks marketing plan in the Fiscal Year 2015-2016 Adopted Proposed Budget. This Amendment No. 1 to the Agreement (Attachment A) in the amount of \$199,255 includes funding for the branding and advertising efforts with social media, website, updated modern brochures, email marketing campaign, creation of a mascot who will appear at public events and park events, short videos that can be used on the website and social media, development of a community event, a creative

Approval to Amend the Agreement with Never Boring Design Associates, Inc., for the Department of Parks and Recreation Marketing Plan

campaign for initial branding of the parks, and creating appropriate advertising of venues to attract special events.

Return on investment for the advertising mediums differ, however, national average response rates are as follows: brochures - 11%; e-mail marketing - 12%; video advertising - 7%; direct mail - 4.4%; radio - 15%; website - 4.4%; and social media campaigns - 15% to 45%. There are many extraneous factors that can influence visitation to the regional parks, such as water level and weather to mention two of the largest influences; however, based on results from the Modesto Reservoir Easter Egg Hunt and the 2015 Fireworks Celebration at Woodward Reservoir, park system revenues can be increased by holding special events at the regional parks.

The marketing plan and this Amendment No. 1 to the Agreement focus on improving the park system's performance with special events and by increasing the target audience's knowledge and awareness of the regional parks. Increasing park patrons' visits and attracting events will ultimately provide greater revenue for the ongoing operation, maintenance and development of the county regional park system.

POLICY ISSUE:

The recommended actions support the Board's priorities of Effective Partnerships and a Strong Local Economy, by partnering with a marketing team to strategize about the best way to market regional parks. Marketing and advertising parks will lead to greater exposure and a stronger economic gain for parks.

STAFFING IMPACTS:

Existing staff will oversee the contract.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation

Telephone: 209-525-6770

ATTACHMENT:

Amendment No. 1 to Professional Services Agreement A022315



DEPARTMENT OF PARKS AND RECREATION
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Modesto, Ca 95358-9492
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**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
NEVER BORING DESIGN ASSOCIATES, INC.**

This Amendment No. 1 to the Agreement for Professional Design Service ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and Never Boring Design Associates, Inc. a California corporation ("Consultant") is made and entered into on August 19, 2015.

Whereas, the County and Consultant entered into an Agreement for Professional Design Service dated March 6, 2015 ("the Agreement"); and

Whereas, Paragraph 17 – Amendment, states this Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity; and

Whereas, the County has a need for additional Consultant services; and

Whereas, the County has a need to increase Exhibit "A", Paragraph B – Compensation, item 3 by an additional \$199,255 to pay for the Consultant to perform the additional services; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. Exhibit "A", Paragraph B – Compensation, Item 3 is amended as follows:

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **Two Hundred Forty Five Thousand Four Hundred and Forty One Dollars (\$245,441)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement. This not to exceed amount includes a \$12,431 contingency amount that can only be used if authorized by the County representative named in Exhibit "A", Section D – Representatives.

2. The following is added to Exhibit "A" - Scope of Work

"3. Task 3 - 2015 Marketing Implementation for County Regional Parks System

Listed below are the elements Consultant shall implement for marketing Stanislaus County Regional Parks System in 2015.

3.1 Brochures

- a. Consultant shall design and print 500 brochures for each location listed below:
 - Modesto Reservoir brochure

- Frank Raines Regional Park brochure
 - La Grange Regional Park brochure
 - Laird Regional Park brochure
 - The work and cost for the Woodward Reservoir brochure is included as part of Exhibit A – Scope of Work, Section 1.3 of the original Agreement.
- b. County shall provide the Consultant with the initial information from the County's current brochures and website and shall provide the Consultant with pictures.
- c. The brochures shall contain interesting and informative content, supporting it with appropriate images, and including a call to action inviting the County's customers to visit the Reservoir/Parks.
- d. Consultant shall submit draft brochures to the County for review and input.
- e. Consultant shall incorporate County comments and edits and finalize the brochure for print.
- f. Upon approval from the County the Consultant shall print 500 finalized brochures for each location identified above.
- g. Consultant shall perform a quality check on the printed brochures prior to delivering to the County for use and reject any brochure that does not meet the quality check.

3.2 Launch Email Marketing

- a. Consultant shall develop and email out on a monthly basis 12 email content images that includes information about all the parks, safety tips, upcoming events and other interesting information for the target audiences.
- b. Consultant shall use email marketing software (e.g. Mail Chimp or Constant Contact).
- c. Consultant shall design, write content and provide HTML code to the County.

3.3 Mascot

Consultant shall design/create a County Parks mascot. The Consultant shall upon County approval, create various giveaway items featuring the County mascot and deliver the items to the County.

- a. Consultant shall design/create a mascot and provide to the County. The mascot shall be a rabbit named "Jack" that is a true 'weekend warrior.' The mascot shall have business cards that read. "Jack D. Rabbit – Weekend Warrior." The mascot shall have all the gear on him needed to enjoy any activity in the park system. The mascot shall wear items such as goggles, a life vest, knee and elbow pads and a backpack with gear in it as well. The mascot shall be fluffy and cute but still rugged enough to enjoy the outdoors. Consultant shall submit all proofs of the mascot designs, to the County for review and input. Prior to Consultant delivering the mascot to the County for use, the Consultant shall perform a quality check and reject any item that does not meet the quality check.

- b. Consultant shall design/create the mascot to be “kid friendly” and approachable to children under 12.

3.4 Short videos

- a. Consultant’s film department shall produce and film events, and put together multiple vignettes that can be posted on the Stanislaus County Regional Parks System website and social media in the form of a video.
- b. Consultant shall submit the draft productions, film events and multiple vignettes to the County for review and input.
- c. Consultant shall incorporate the County’s input.
- d. Consultant shall provide final videos to the County. Notwithstanding Section 1.2 of the Professional Services Agreement, all materials logos, logos, videos, pictures, etc., shall become the property of the County.

3.5 Creative Campaign

- a. Consultant shall develop a creative and effective campaign with the goal of attracting customers’ attention to the Stanislaus County Regional Parks System. The Consultant shall create a campaign that is from a new angle than what customers are used to viewing. Consultant shall be creative, clever and above all else direct in order to increase the effectiveness of a particular campaign. It is important for the campaign to be cohesive and have the same message, look and branding across every medium such as:
 - i. Advertising
 - 1. Direct Mail
 - 2. Billboard
 - 3. Radio
 - 4. Print/magazines/newspapers

3.6 Connect with the Community for Woodward Reservoir

- a. The Consultant shall work with the County to bring an additional annual event to the Woodward Reservoir. The following event is currently under consideration:
 - i. Santa Workshop / Ice Skating Rink
 - 1. Team up with existing ice skating rink company
 - 2. Advertising
 - Radio promotion
 - Direct mail piece
 - Website
 - PR opportunity
 - Social media opportunity

3.7 Write Copy

Consultant shall write copy to use on the County’s social media sites, websites, direct mail, radio and other advertising as the County determines necessary.

3. Exhibit “A”, Section C – Term is amended to read:

“Paragraph 3.1 of the body of this Agreement is amended to read as follows:

- 3.1 The term of this Agreement shall be from **February 27, 2015**, or the signing of this Agreement, whichever is sooner, through **December 31, 2016**, or until completed, unless otherwise terminated as provided below.”

4. The below is added to Exhibit "B", Schedule of Fees:

"c. Task 3 - 2015 Marketing Implementation for County Regional Parks System

Production Line Item	Quantity	Estimated Cost including Print
Modesto Reservoir brochure	500	\$2,231
Frank Raines Regional Park brochure	500	\$2,231
La Grange Regional Park brochure	500	\$2,231
Laird Regional Park brochure	500	\$2,231
Launch email marketing	12	\$10,400
Mascot	n/a	\$8,000
Videos	3	\$12,000
Creative campaign	n/a	\$75,000
Woodward Reservoir community event	n/a	\$50,000
Copy writing for all ad medium (100 hours)	n/a	\$12,500
Coordination (120 hours)	n/a	\$15,000
Contingency	n/a	\$7,431
TASK 3 TOTAL		\$199,255

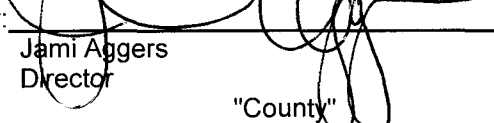
5. Section 7 – Defense and Indemnification of the Agreement is amended to add the following:

"7.5 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement."

6. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

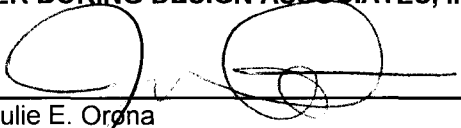
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 

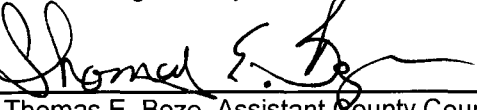
Jami Aggers
Director
"County"

NEVER BORING DESIGN ASSOCIATES, INC.

By: 

Julie E. Orona
Vice President
"Consultant"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Thomas E. Boze, Assistant County Counsel