Tourism Commission Agenda

Thursday, June 12, 2025, 6:00 PM
Harrigan Centennial Hall, 330 Harbor Drive

Members: Devon Calvin, Ian Dempster, Vaugh Hazel
Bethany Lowrance, Carol Bryant-Martin, Alana Peterson, Jeremy Plank
Rachel Roy (ex officio), Amy Ainslie (ex officio)

I. CALL TO ORDER

II. ROLL CALL

III. CONSIDERATION OF AGENDA

IV. APPROVAL OF MINUTES *(none)*

V. NEW BUSINESS

A. Report and discussion on potential public art projects and locations

B. Review and recommendation of the response received to the Request for Proposals (RFP) for the Visit Sitka contract

C. Discussion and recommendation on Lincoln Street closures for the remainder of the 2025 visitor season

D. Discussion and recommendation on changing the negotiated agreement between the City and Borough of Sitka and the Sitka Sound Cruise Terminal from a memorandum of understanding to a memorandum of agreement

VI. PERSONS TO BE HEARD *(For items ON or OFF the agenda – not to exceed 3 minutes)*

VII. ADJOURNMENT

CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Chair Plank and Tourism Commission Members

From: Amy Ainslie, Planning & Community Development Director

Date: June 6, 2025

Subject: New Business Items for June 12, 2025

Item A: Report and discussion on potential public art projects and locations

- Lisa Busch and Bette Gray requested the opportunity to present their proposal for public art projects and locations to the Commission.
- Proposed locations being considered (no specific order):
  - Wall at City Hall (at BEAK looking at City Hall)
  - Jersey barrier by City Hall (along the water by Petro Marine)
  - Jersey barrier on HPR at Swan Lake (separating bike lane)
  - Bathroom/Pump Station at Lake/Lincoln intersection
  - Planter at Totem Square
  - BMS- the wall on the pool side of the building
  - Roundabout
  - Sea Walk "rain art" (treatment so when it rains pictures/words are visible- incorporating Tlingit words)
  - Cross Walks at Castle Hill, Lincoln Street by church, by KCAW, by bookstore, Library, American Street, Harbor Way, Airport
  - Electric/Utility Boxes
  - Garbage cans (permanent ones at the harbors)
- **No action anticipated.**

Item B: Review and recommendation of the response received to the Request for Proposals (RFP) for the Visit Sitka Contract

- CBS issued a Request for Proposal to seek contractors interested in operating Visit Sitka on its behalf. One response was received from Orca // Killer Creative ("Orca"). Additional information about the RFP process, Orca, and the RFP response are included in the packet – see memo from Ainslie to Assembly dated 5/21/25 for overview.
- The Assembly reviewed Orca's RFP response at their regular meeting on 5/29 and requested review and recommendation from the Commission before proceeding with direction to staff on whether to proceed with preparing the contract.

- **Action: "I move to recommend proceeding with preparation of a contract between CBS and Orca // Killer Creative for operation of Visit Sitka."**
- Resources: 5/29/25 Assembly Packet Materials (memo, current Visit Sitka contract, Visit Sitka RFP, Orca // Killer Creative RFP response, public comment letter)

Item C: Discussion and recommendation on Lincoln Street closures for the remainder of the 2025 visitor season

- At its 5/29 meeting, the Assembly provided direction to staff to continue the trial of leaving Lincoln Street open for the month of June, with a follow-up conversation scheduled for 7/8 to determine whether to resume closures beginning in mid-July (and at what passenger threshold), or to continue the trial through the remainder of the visitor season. The Assembly requested a recommendation from the Commission prior to the July meeting.
- **Action:**
    - **"I move to resume street closures with a threshold of X,XXX passengers beginning in July."**

    OR

    - **"I move to continue the trial of leaving Lincoln Street open the remainder of the 2025 visitor season and review at the end of the season."**
- Resources: 2025 cruise calendar with potential closure thresholds/closure dates
  5/29 Assembly memo

Item D: Discussion and recommendation on changing the negotiated agreement between the City and Borough of Sitka (CBS) and the Sitka Sound Cruise Terminal (SSCT) from a memorandum of understanding (MOU) to a memorandum of agreement (MOA).

- This agenda item was added at the request of Chair Plank who will provide the Commission with an overview of the proposal.
- Background: In late 2024, CBS and SSCT entered into a negotiated agreement to establish joint understanding and intent for cruise ship port calls and berthing guidelines to manage visitor numbers and congestion in Sitka. A copy of 11/12/24 Assembly packet materials (which includes an overview memo from the Municipal Administrator and an unsigned copy of the MOU) are included in your packet.
- MOU vs MOA: MOUs serve to document shared understanding, intent, and expectations between two or more parties. They are generally considered to be non-binding and not enforceable (depending on how it is written). MOAs can contain some of the same information/characteristics as an MOU, but usually go a step farther to document terms and conditions between the parties, and can be legally binding (again, based on how it is written).
- **Action: "I move to recommend that the CBS change its negotiated agreement with the Sitka Sound Cruise Terminal from an MOU to a legally binding MOA."**
- Resources: 11/12/24 Assembly packet materials

CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator

From: Amy Ainslie, Planning & Community Development Director

Date: May 21, 2025

Subject: Terms for New Visit Sitka Contract

Background

Per the Assembly's direction and guidance, a Request for Proposals (RFP) for the Visit Sitka contract was issued by the City and Borough of Sitka (CBS) on November 15, 2024. It was originally intended to close on January 30, 2024; with the notification that our current contractor was ending the contract effective June 30, 2025, and did not intend to respond to the RFP, the closing date was extended to February 27, 2025.

CBS received one successful response to the RFP from Orca // Killer Creative, a company based in Spokane, Washington, with employees around the Northwest. Orca // Killer Creative has extensive experience in advertising, marketing, branding, social media and web design, and market research/data analytics particularly for the travel visitor industry. One of Orca // Killer Creative's partners has family ties to Sitka, and is eager to spend more time here if awarded the contract.

Since the closing of the RFP, staff have been evaluating Orca // Killer Creative's response, sought additional information and clarifications, and completed preliminary negotiations. Those preliminary terms are listed below, and staff are seeking the Assembly's direction on whether to proceed with drafting the contract and preparing a supplemental appropriation to fund it.

Analysis

Orca // Killer Creative responses related to scope of services:

- Responded to all core services of the RFP including tasks related to Destination Marketing; Destination Management; Meeting, Convention, and Event Services; and Reporting.

- It was determined by both parties that optional services (public restroom at visitor center, managing street closures, downtown pedestrian safety measures, and event planning and management) could be discussed/considered at a later date, giving the new contractor time to establish its Sitka operations for core services.
- Much of their staff works remotely throughout the Northwest; while some work under the Visit Sitka contract can be done remotely, certain services must be provided in Sitka. Orca // Killer Creative plans to establish a Visitor Center in downtown Sitka (and has done preliminary market research to identify a few potential locations), will have 1.5 year-round employees in Sitka, and will continue hiring seasonal visitor services staff as our current contractor does. Orca // Killer Creative leadership also plans to regularly visit to Sitka to check-in with their local staff, meet with CBS and other stakeholders, and provide opportunities for community connection/engagement.

Length of contract: In the RFP, it was envisioned that the contract would be for three years, with one three-year renewal option. Contract years would be aligned with CBS's fiscal year. Given that our current contract will end on June 30th, staff recommends:

- Initial term of 3 years (July 1, 2025 – June 30, 2028)
- Two renewal options (which would be an either/or):
    - A 3.5-year renewal term (July 1, 2028 – December 31, 2031), **or**
    - A six-month renewal term from July 1, 2028 – December 31, 2028, should the parties not wish to execute the longer-term renewal.

Other contract terms:

- Staff recommends continuing the current contract payment schedule which pays 25% of the total contract amount at the beginning of each quarter.
- Core services as listed in the RFP would be the "base contract" terms. Additional work (as requested by CBS, proposed in collaboration with the contractor, or at the recommendation of the Tourism Commission) would be handled through task orders, the funding for which would be considered either during the usual budget cycle through the Resource Proposal process or via supplemental appropriations.
- Reporting/CBS Review
    - Quarterly reports prior to dispersion of payments would continue to be made to CBS staff (primarily the Tourism Manager)
    - An annual report to the Tourism Commission of the state of the tourism industry primarily focusing key performance indicators (KPIs) as described in the RFP and a review of the strategic marketing plan
    - 3-Year Strategic Marketing Plan developed with, and approved by, the Tourism Commission

Fiscal Note

The total annual contract price as negotiated is $653,750.00. Recently, the Visit Sitka contract has been funded at $525,000 - $575,000, however, additional services were requested in the RFP or were being absorbed by the current contractor (dollar amounts

reflect Orca // Killer Creative's proposed costs related to these additional service):

- Street closure communications ($7,500)
- Management of TBMP ($15,000)
- CBS Tourism Commission Liaison ($10,000)
- Tracking of cruise-related expenditures (13,750)
- Economic data collection and analysis (17,500)
- Total of additional/discrete services: $63,750

Additionally, for at least for the first year of the contract, Management of TBMP will not be included as the pilot of the program is being managed by the Sitka Sound Cruise Terminal for the 2025 season. This would bring the cost for at least the first year down to $638,750. The FY26 revenue budget for the Visitor Enhancement Fund is $810,500.

With tracking of cruise-related expenditures, it's anticipated that funding for the contract will also come from the Commercial Vessel Passenger Excise Tax (CPV) revenue in the future. For the first year and upcoming supplemental appropriation should the Assembly direct us to proceed, staff could either:

- Budget wholly from Visitor Enhancement and then later in the fiscal year (once results from tracking are known) do a supplemental appropriation to use/transfer CPV funds for the contract
- Attempt to make a preliminary (and likely highly-conservative) estimate of CPV eligible expenses and budget the contract from both funds.

Recommendation

Staff recommends proceeding with a new contract for Visit Sitka with Orca // Killer Creative as the contractor. Should the Assembly wish to proceed, direction is needed on whether the overview of contract terms included in this memo are acceptable or should be modified, and on how the Assembly wishes to budget for the contract (i.e. whether it should be wholly from Visitor Enhancement or as a mix with CPV).

Encl: Current Visit Sitka Contract
Visit Sitka RFP
Orca // Killer Creative RFP Response (as modified through additional communications and negotiations)

CONTRACT BETWEEN OWNER AND CONTRACTOR
TO PROVIDE CONVENTION AND VISITORS BUREAU SERVICES
TO THE CITY AND BOROUGH OF SITKA, ALASKA

City and Borough of Sitka ("Owner" or "CBS") desires the GREATER SITKA CHAMBER OF COMMERCE, INC., ("Contractor") to Provide Convention and Visitors Bureau Services. This Contract to Provide Convention and Visitors Bureau Services (together with all exhibits and attachments hereto to and all amendments and modification to such contract or exhibits, collectively the "Contract") to the City and Borough of Sitka is made and entered into by and between Owner and Contractor in consideration of the mutual promises contained in this Contract. This Contract describes Sitka Convention and Visitors Bureau duties and obligations, which include effective marketing and promotion of Sitka's visitor attractions and tourism related services. The primary goal is to increase the level of visitor traffic to enhance the economy and maintain tourism related businesses in Sitka.

This Contract also consists of the following which are incorporated into and made a part of the Contract.

- Statement of Interest
- Exhibit A - Scope of Services (2 pages)
- Exhibit B - Compensation and Payment (1 page)

SECTION 1. DEFINITIONS

For the purpose of this Contract, the terms used in this Contract shall have the following meaning:

A. "Owner" shall mean the CITY AND BOROUGH OF SITKA, Alaska.

B. "Contractor" shall mean the GREATER SITKA CHAMBER OF COMMERCE, INC, an Alaska non-profit corporation, and any **partner, associate,** or any other person acting for and/or in behalf of the GREATER SITKA CHAMBER OF COMMERCE, INC.

C. "Owner's authorized representative" shall mean the person set forth in Section 20 (B)(2) of this Contract.

D. "Days" shall mean calendar days.

SECTION 2. CONTRACT TIME

A. This Contract becomes effective when signed and dated by both Parties.

B. Contractor shall commence performance of the work identified in Section 4 immediately following receipt of the Notice to Proceed.

C. Except as expressly allowed under this Contract, Owner need not grant Contractor any extension in the time provided to complete the work under this Contract. If Contractor's progress falls behind the project schedule, Contractor shall commit additional resources to the prosecution of the work, or take such other additional steps as are reasonably necessary to assure the completion of the work on schedule, all at no additional cost to Owner.

SECTION 3. CONTRACTOR QUALIFICATIONS

A. The Contractor expressly represents and warrants it is now and shall continue to be at all times during the performance of this Contract, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Contract and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment at the times, and in a professional and workmanlike manner and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

B. All actions taken by Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. Contractor shall timely pay all federal, state and local sales, excise or other taxes or assessments incurred by the Contractor.

SECTION 4. SCOPE OF SERVICE

A. The services to be performed by Contractor shall include all services required to complete the tasks set forth and described on Exhibit A, and shall be in accordance with all applicable statutes, Sitka General Code provisions, ordinances, rules, and regulations.

B. The Statement of Interest provider by the Contractor, and incorporated into this Contract, shall be treated as a broad general intent of Contractor as to how the Scope of Services under this Contract shall be performed, and, Contractor shall not be held to strict performance of elements of the Statement of Interest which are not specifically contained within Exhibit A. Both parties mutually agree, however, that a gross deviation by the Contractor from the intent set forth in the Statement of Interest, especially in regards to governance and management accountability, shall potentially form a reason for Termination for Cause as outlined in Section 6.

SECTION 5. CONTRACT TIME PERIOD

A. The term of this Contract shall commence on **January 1, 2019** and end at the end of the business day **December 31, 2021**.

If the Contractor complies with all terms and conditions of this Contract at all times until December 31, 2021, Owner shall have the right (hereafter "Renewal Option") to renew this contract for the period Jan. 1, 2022 to December 31, 2022; and if Contractor complies

with all the terms and conditions of the Contract at all times thereafter, Contractor and Owner may agree to a Renewal Option for subsequent one-year periods up to 5 one-year periods subject to Owner's approval for each new Renewal Option. In order to exercise these Renewal Options, Owner shall give Contractor written notice on or before August 1, 2021, or on or before August 1st of any subsequent year, of its intent to renew this Contract whereupon Contractor will have 10 days to accept or reject Renewal Option. If the Owner fails to exercise a Renewal Option, this Contract shall terminate on December 31st of that year.

SECTION 6. TERMINATION

This Contract may be terminated:

A. By mutual consent of the Parties.

B. For the convenience of Owner or Contractor, provided that Owner or Contractor notifies the other of its intent to terminate under this paragraph at least 6 months prior to the effective date of the termination.

C. For cause, by either Party where the other Party fails in any material way to perform its obligation under this Contract; provided, however, that as a condition of the exercise of its right of termination under this subsection the terminating Party shall notify the other Party of its intent to terminate this Contract and state with reasonable specificity the grounds, and the defaulting Party shall have failed, within 60 days of receiving the notice, to cure the default.

D. Termination pursuant to this section shall not affect the Parties' continuing obligations under this Contract.

SECTION 7. DUTIES UPON TERMINATION

A. If either Owner or Contractor terminates this Contract for convenience, either shall pay the other, the reasonable value of all expenses incurred and services rendered prior to actual termination date. Payment under this section shall never exceed the total compensation possible under Section 10. All finished and unfinished reports and materials prepared by Contractor shall become the property of Owner.

B. If this Contract is terminated for cause, Owner shall pay Contractor reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Owner because of Contractor's failure to perform its contractual obligations. Any finished or unfinished documents or materials shall become the property of Owner at its option. Under no circumstances shall payment under this section exceed the percentage value of work completed as defined by Exhibit Band under Section 9. Under no circumstances shall payment under this section exceed the total compensation possible under Section 9.

C. If Contractor has received payments prior to termination in excess of the amount to which it is entitled under Subsection A or B of this section, Contractor shall remit such excess to Owner within 60 days after receipt of notice to that effect.

D. Contractor shall not be entitled to compensation under this section until Contractor has delivered to Owner all documents, records, work products, materials, and equipment owned by City and Borough of Sitka, related to this Contract and requested by Owner.

E. If Contractor's services are terminated, for whatever reason, Contractor may not claim any compensation under this Contract other than allowed under this section.

F. The Owner need not recognize any claim by Contractor for reimbursable expenses or costs incurred after the 60 day notice of termination period under section 7C.

SECTION 8. INDEMNIFICATION

A. Each Party (the "Indemnitor Party") shall indemnify, defend, save, and hold the other Party (the "Indemnitee Party") harmless from any claims, lawsuits, or liability, including attorney's fees and costs, arising from any wrongful or negligent act, error or omission of the Indemnitor Party occurring during the course of or as a result of the Indemnitor Party's performance pursuant to this Contract.

B. The Indemnitor Party shall is required to indemnify, defend, save, and hold the Indemnitee Party harmless from any claims, lawsuits, liability, or attorney's fees and costs, arising in wrongful or negligent acts, errors or omissions solely of the Indemnitee Party occurring during the course of or as a result of the performance of this Contract.

C. Where claims, lawsuits, or liability, including attorney's fees and costs, arise from wrongful or negligent acts of both Parties, Contractor shall indemnify, defend, save and hold Owner harmless from only that portion of claims, lawsuits or liability, including attorney's fees and costs, which result from Contractor's wrongful or negligent acts occurring during the course of or as a result of Contractor's performance pursuant to this Contract.

SECTION 9. PAYMENT

A. For Contractor's Contract Services and Expenses, as described in Section 4 of this Contract, compensation will be paid as set forth and described on Exhibit B, subject to Contractor's satisfactory performance, unless mutually agreed upon by both Parties prior to commencing additional work.

B. Each year, the Assembly of the City and Borough of Sitka will have a worksession with the Contractor. During this worksession the contractor will include the marketing plan, budget, visitor statistics and plans for the future.

C. Either party to this contract may request that the compensation to Contractor be

renegotiated. Any renegotiated contract amount must be approved by the Assembly of the City and Borough of Sitka. If a request for renegotiation is not initiated by either party, the existing contract compensation amount and payment schedule shall remain in place.

D. Contractor shall submit invoice(s) to Owner's authorized representative, as set forth and described on Exhibit B.

E. Owner shall make payment on invoices as set forth and described on Exhibit B with approval by Owner's authorized representative.

F. Contractor shall be entitled to no compensation under this Contract beyond the amount of Owner's express obligation under subsection A above.

G. The amount to be paid for additional services, at the option of Owner, shall be negotiated by the Parties prior to the execution of amendments to this Contract for this work.

SECTION 10. <u>AUDIT: ACCESS TO RECORDS</u>

A. Contractor shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Contract. The Owner's authorized representatives shall have the right to examine such records and accounting procedures and practices.

B. The Owner's authorized representative shall have the right to examine all books, records, documents and other data of Contractor related to the pricing and performance of the Contract, and any change or modification for the purpose of evaluating the accuracy, completeness, and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations, and projections used.

C. The materials described in this section shall be made available at the business office of Contractor at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of final payment under this Contract and for such longer period, if any, as may be required by applicable statute or other provisions of this Contract.

D. Records which relate to claims or litigation or the settlement of claims arising out of the performance of this Contract shall be made available to Owner by Contractor until such claims or litigation have been concluded.

SECTION 11. <u>INDEPENDENT CONTRACTOR</u>

A. The parties hereto expressly agree that the Contractor shall be and is an independent contractor and is not an employee or agent of the Owner and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to Owner's employees. No withholding, FICA or other taxes (whether income,

sales or otherwise) or other amounts will be withheld from the payments due to the Contractor, it being understood that the Contractor is solely responsible therefore, provided Owner shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this Contract.

B. Contractor shall perform its obligations under this Contract as an independent Contractor of Owner. Owner may administer the Contract and monitor Contractor's compliance with its obligations. Owner shall not supervise or direct Contractor as provided in this section.

C. The parties hereto agree that the Contractor is not and shall not be construed to be a partner, joint venture, employee or agent of the Owner, and shall not and is not authorized to enter into or make any contracts, agreements to into any understanding with any other person, corporation, partnership, joint venture or other entity, in the name of or for the benefit of the Owner.

SECTION 12. <u>CONTRACTOR RESPONSIBLE FOR PERSONNEL</u>

The Contractor has or will secure, all personnel required to perform this Contract in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be and are not employees, agents, or representatives of the Owner, and the Owner shall have no responsibility or liability whatsoever to any of said persons or for the acts or omissions of any such persons.

SECTION 13. <u>ASSIGNMENTS</u>

Unless otherwise allowed by this Contract or in writing by Owner, any assignment by Contractor of its interest in any part of this Contract shall be void.

SECTION 14. <u>CONFLICT OF INTEREST</u>

The Contractor covenants, warrants and represents that the Contractor has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner with the subject matter or the performance of this Contract. The Contractor further covenants, warrants and represents that in the performance of this Contract, no person having any such interest shall be employed.

SECTION 15. NONDISCRIMINATION

A. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

B. Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood.

C. Contractor shall include the provisions of Subsection A in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract.

D. Contractor shall comply with all applicable Federal, State and City laws concerning the prohibition of discrimination.

SECTION 16. COPYRIGHTS AND RIGHTS IN DATA

A. All documents produced under this Contract are the property of Owner, including notes, drawings, reports and other technical information referred to as work products, except items which have pre-existing copyrights. Payments to Contractor for services include full compensation for all work products produced by Contractor and its subcontractors.

B. All such subject data furnished by Contractor pursuant to this Contract are instruments of its services in respect to this particular project. It is understood that Contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If Owner reuses the subject data without Contractor's specific written verification of adaption, such reuse will be at the risk of Owner, without liability to Contractor. Any such verification of adaption requested in writing by Owner at Owner's sole option will entitle Contractor to further compensation at rates agreed upon by the Parties.

SECTION 17. NOTICES

A. Regular Communications. For communications between the Parties on personnel issues or on matters of a confidential nature the Parties' respective points of contact shall exclusively be the Municipal Administrator of CBS and the President of Contractor, or their respective designees. For all other regular or routine communications with respect to this Contract the Parties designate the following persons as their respective primary points of contact:

OWNER Point of Contact:
Name: Community Affairs Director
Telephone: 1.907.747.1824
Email: maegan.bosak@cityofsitka.org

CONTRACTOR Point of Contact:
Name: Executive Director
Telephone: 1.907.747.8604
Email: director@sitkachamber.com

B. Formal Notices. Any notice required under this Contract shall be in writing and either personally delivered or mailed by prepaid, first class, registered or certified mail, return receipt requested, to the following addresses:

OWNER:

City and Borough of Sitka
Attn: Community Affairs Director
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR:

Greater Sitka Chamber of Commerce Inc.
Attn: Board President
104 Lake Street
Sitka, AK 99835

SECTION 18. CLAIMS AND DISPUTES

If Contractor becomes aware, or reasonably should have become aware, of any act or occurrence which may form the basis of a Claim outside of this contract by a third party or outside entity, Contractor shall immediately notify in writing Owner's authorized representative. If the matter cannot be resolved within seven (7) days, Contractor shall, within the next fourteen (14) days, submit a written notice of the Claim. Contractor shall, in presenting the Claim, include the facts and circumstances surrounding the claim, the specific relief requested including any additional compensation claimed and the basis upon which it was calculated, and the provisions of this Contract under which the Claim is made.

SECTION 19. SUCCESSORS AND ASSIGN

The Parties bind themselves, partners, successors, assigns and legal representatives to the other Party to this Contract and to partners, affiliates, successors, assigns and legal representatives of such other Party with respect to all covenants of this Contract.

SECTION 20. AMENDMENT

A. This Contract shall only be amended, modified or changed by a written amendment, executed by authorized representatives of the Parties, and such amendment shall be attached to this Contract as an appendix.

B. For the purposes of any amendment, modifications or change to the terms and conditions of this Contract, the only authorized representatives of the Parties are:

1. President of the Board - For Contractor
2. Municipal Administrator - For Owner

C. Any attempt to amend, modify or change this Contract by either an unauthorized representative or unauthorized means, shall be void.

SECTION 21. INSURANCE

A. Contractor shall at all times during the term of this Contract, maintain in good standing the insurance described in Subsection B. Before rendering any services under this Contract, Contractor shall furnish Owner with proof of insurance in accordance with Subsection B in a form acceptable to the Risk Manager for Owner; such proof of insurance shall be incorporated into this Contract.

B. Type of coverage:

1. Comprehensive General Liability	
Occurrence Limit	$1,000,000
Products and Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000
2. Workman's Compensation Employers Liability	Alaska Statutory
3. Comprehensive Automobile Liability Including all owned, hired and non-owned vehicles	$1,000,000

C. Insurance Notes

1. Owner shall be named as an additional named insured on the required general liability and automobile insurance policies. The Owner shall also be granted a full waiver of any rights of subrogation by endorsement under all required policies with the exception of Professional Errors and Omissions. These requirements extend to all subcontractors.

2. Contractor is required to notify Owner if any policy is to be canceled, materially changed, or renewed, at least thirty days prior, by written notice sent by certified mail.

SECTION 22. CHANGES OR MODIFICATIONS

Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of the action of any state, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement, shall automatically become a part of, and amendment to this agreement and the Contractor shall comply there with.

SECTION 23. NON-WAIVER

The failure of either Party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part, or the right of such Party to enforce each and every provision.

SECTION 24. SEVERABILITY

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

SECTION 25. JURISDICTION - CHOICE OF LAW

Any civil action rising from this Contract shall be brought in the Alaska Superior Court at Sitka. The laws of the State of Alaska shall govern the rights and obligations of the Parties under this Contract.

SECTION 26. INTEGRATION

This instrument and all appendices and amendments embody the entire Contract of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Contract. This Contract shall supersede all previous communications, representations, or Contracts, either oral or written, between the Parties.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this agreement between Owner and Contractor to provide Convention and Visitor Bureau Services to the City and Borough of Sitka, on behalf of the party they represent.

CITY AND BOROUGH OF SITKA

Municipal Administrator

Date: 12/20/18

GREATER SITKA CHAMBER OF COMMERCE. INC.

President of the Board

Date: 12-24-18

IRS TAX I.D. NO. 017-319

ATTEST:

Melissa Henshaw
Municipal Clerk, Acting

Date: 12-27-2018

LEGAL REVIEW:

Brian Edfund
Municipal Attorney

Date: 12/27/2018

ACKNOWLEDGMENTS

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 26th day of December 2018 by R Keith Brady, **Municipal Administrator** of the City and Borough of Sitka, an Alaska municipal corporation, for the corporation on behalf of the corporation.

WITNESS my hand and official seal the day and year in this certificate above written.

STATE OF ALASKA
NOTARY PUBLIC
RENEE D. WHEAT
My Commission Expires 5-15-19

(SEAL)

Renee D. Wheat
Notary Public for State of Alaska
My Commission Expires: 5-15-19

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 24th day of December 2018 by Chris McGraw, the (title of office) President of the Board of (name of organization) Greater Sitka Chamber of Commerce for and on behalf of the organization.

WITNESS my hand and official seal the day and year in this certificate above written.

STATE OF ALASKA
NOTARY PUBLIC
RENEE D. WHEAT
My Commission Expires 5-15-19

(SEAL)

Renee D. Wheat
Notary Public for State of Alaska
My Commission Expires: 5-15-19

Exhibit A

Scope of Service – Sitka Convention and Visitors Bureau

The Greater Sitka Chamber of Commerce (SCVB) will be responsible for providing all Convention and Visitor Bureau services for the municipality. SCVB's work under this contract will market and sell Sitka as a premier business and leisure destination, enriching Sitka's hospitality industry and the community's overall quality of life. This work includes:

1) Marketing and Promotion:

a) Develop and implement a 3-year strategic marketing plan to be presented annually to the Assembly during a work session. During this work session the contractor will include the marketing plan, budget, stats and plans for the next year. The goals should be to effectively increase the number of revenue generating functions, increase the number of independent travelers visiting, increase the number of convention center reservations and support the growth of tourism in Sitka. Emphasis should be placed on targeted marketing to maximize the return on investment, to sell destination strengths and reach specific high-growth visitor audiences. The marketing plan shall be consistent with the policy that the primary role of the Convention and Visitors Services Contract is to promote travel to Sitka through marketing and development, focusing on convention sales, tourism marketing and services, with an emphasis on shoulder and winter seasons. The plan will be continually evaluated for success and updated and revised as necessary, and work to have visitor industry stakeholder input into the marketing plan.

b) Collaborate with State and local tourism related groups, committee's, and commissions.

c) Design and publish annual visitors guide, place ads in a variety of media based on best ROI research available.

d) Maintain promotional social media pages.

e) Develop and maintain a promotional website.

f) Host media members and group tour operators, cruise line visits and public relations.

2) Visitor Services:

a) Provide telephone and email contacts for information requests and inquiries by the public.

b) Provide timely and accessible visitor bureau services which address the informational needs of visitors via first person assistance, telephone, and internet access. First person assistance to be limited to normal business hours at the central business district Visitor Information Center and on weekends during high traffic hours determined by the contractor.

c) Provide an accessible and visible Visitor Information Center in Sitka's central business district and supply Harrigan Centennial Hall Visitor's Desk with visitor information materials as requested by City and Borough of Sitka staff.

d) Staff seasonal visitor information desks at port facilities during cruise days utilizing the facility. Staffing will be 30 minutes after port arrival to two

hours prior to last tender. No seasonal visitor desk staffing required for hospitality suites.

e) Create and distribute printed information pieces for use by visitors while in Sitka. Provide information and/or brochures about lodging, restaurants, excursion's, tours, fishing charters, wildlife tours, trips and other attractions in the Sitka area

f) Provide knowledgeable information about local goods and services, as well as cultural and historical information about Sitka thru both internet based portals, as well as physical information rack(s) located at strategic locations within Sitka.

g) Annually, the Contractor will put out notice to Sitka businesses to take part in a directory of tourism related businesses and services. During the 30 day period, responding businesses will provide contact information and descriptions of their services. This information will be compiled and made available on the promotional website and for viewing at the visitor desks or kiosks. Notice will go out January 1st and responses will be due January 31st. The list will be updated by the Contractor and made available by February 28th.

3) Convention Sales and Services:

a) Market Sitka as a year-round meeting, conference, and convention destination. Highlight Sitka's marketable features and services in a variety of media, based on best return on investment research available.

b) Collaborate and strategize with venue managers and the business community to attract conventions.

c) Assist groups with conference planning (securing locales and assist with contracts, bids, printed collateral, etc.)

d) Provide information on all support services offered in the community, create and distribute convention delegate welcome folders and welcome signs in downtown businesses.

e) Follow up with groups, and venue and service providers to ensure customer satisfaction.

4) Reporting

a) Meet with City and Borough staff quarterly, to provide a staff prepared summary describing activities from the quarter and financial reports including the statement of operations semi annually, and the profit and loss quarterly, prepared by an external bookkeeper. Reports should be submitted within 60 days of the quarter's completion. Meeting will also review operations as needed.

b) Provide an annual State of the Sitka Convention and Visitor Industry report to the Assembly.

5) Other Services:

a) Regularly update a marketing and promotional website and the annual visitor guide, as well as brochure displays.

b) Develop and regularly communicate through a variety of media including newsletter formats, email blasts, push notifications, text, etc. to visitor industry businesses and providers in Sitka.

c) Research cruise industry information and maintain an up-to-date summer cruise ship calendar on the promotional website.
d) Manage additional contracts for the CBS as negotiated.

6) Metrics:

The performance of the contractor shall be based on its effectiveness to reach potential visitors, secure convention bookings, and increase tourism in Sitka. In measuring performance of marketing efforts, there is no single statistic that can be utilized to determine the effectives, however looking at the trends of a wide range of metrics on an annual basis can provide information regarding marketing efforts and the effectiveness of those efforts. The following metrics shall be tracked on an annual basis with FY17 being the baseline year.

a) Convention Metrics – These metrics will track the contractor's effectiveness at generating interest for conventions in Sitka and its ability to sell organizations on Sitka as a convention destination.
   1. Convention RFP Requests
   2. Convention Bookings
   3. Total Number of Convention Attendees
   4. Number of Room Nights
   5. Estimated direct attendee spending (Economic Impact)

b) Visitor Inquiries – The goal of visitor marketing is to generate interest in Sitka. Effective marketing campaigns should generate additional inquiries. In addition, by tracking the number of inquiries as a ratio to marketing costs, it will provide an indicator of performance vs. cost.
   1. Number of E-mail Inquiries
   2. Number of visitors to the Visitor Information Center
   3. Number of Unique Website Visits
   4. Ratio of total number of inquiries to direct and indirect visitor services marketing costs

c) Economic Indicators – Increased tourism will benefit the economy of Sitka. The key economic indicators will show the financial impact of increased tourism. However, global factors not relating to marketing performance can also affect the visitor industry.
   1. Transient Lodging Tax Revenue
   2. Potential on Investment (POI)
   3. Net Promoter Score
   4. Total Visitors to Sitka
   5. Sales Tax Revenue

Exhibit B

Compensation and Payment – Sitka Convention and Visitors Bureau Services Contract

In consideration of Contractor's responsibilities under this agreement, Owner agrees to pay Contractor according to the payment schedule provided below:

The annual contract amount shall be a minimum of $300,000. Annual budget to be determined by the Sitka Assembly following an annual work session, with first payment in next fiscal year. If the contribution is increased by Assembly action, the annual contract amount will be adjusted accordingly. The Contractor is encouraged to request additional funding for specific projects above and beyond those included in this contract, pursuant to approval by the Assembly.

For all contract years, twenty five percent of the contract amount will be paid at the start of each quarter.

Payment schedule:

January 1 – 25% of the annual contract amount
April 1 – 25% of the annual contract amount
July 1 – 25% of the annual contract amount
October 1 – 25% of the annual contract amount

The Owner agrees to allow Contractor use of all physical and intellectual property related to providing convention and visitor services and marketing for the term of the contract period.

Payment includes cost share on Contractor's building lease, utilities and improvements. Annual budget funds may be used to pay up to 75% percent of the associated expenses.

Released November 15, 2024

REQUEST FOR PROPOSALS (RFP)
issued by
THE CITY AND BOROUGH OF SITKA, ALASKA
for
VISIT SITKA: CONVENTION & VISITOR SERVICES
November 2024

A. GENERAL INFORMATION

1. **Intent.** The City and Borough of Sitka (CBS) is requesting proposals from qualified firms to provide professional services to operate Visit Sitka, the CBS owned brand for destination marketing, destination management, and convention services in relation to the visitor industry in Sitka.

2. **Review of RFP.** Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments must be made in writing and received at least seven (7) days prior to proposal deadline. This will allow issuance of any necessary addenda, if appropriate. CBS will not uphold protests based on any omission or error, or on the content of the RFP, if these faults have not been brought to the attention of CBS as noted above.

3. **Deadline for Proposals. Proposals must be received by 2:00:00 P.M. AKST, Thursday, January 30, 2025.**

   Proposals may be submitted:

   - Through Bid Express (access via https://www.cityofsitka.com/bids-rfps);

   OR

   - Hand delivered OR mailed to:

     City and Borough of Sitka
     Attn: Clerk's Office
     100 Lincoln Street
     Sitka, AK 99835

   The exterior packaging of proposals submitted via hand delivery or mail shall be clearly marked: **Visit Sitka RFP**

4. **Addendum.** The Proposer must acknowledge receipt of all Addenda in their Cover Page as described in Section D(1) of this RFP. It is the responsibility of the bidder to regularly check the website for addenda to the project for which they are bidding.

5. **Proposal Formatting.** Proposals must be limited to the maximum page numbers as described in sections D and E of this RFP. Margins will be one inch, all pages will be 8 ½" x 11", and font size shall be no less than 11-point.

6. **Questions Regarding this RFP.** Prior to the deadline for proposals, inquiries may be directed to Amy Ainslie, Planning & Community Development Director, City and Borough of Sitka at amy.ainslie@cityofsitka.org. While phone inquiries can be made to (907) 747-1814, emails are requested to allow for tracking of potential questions.

B. BACKGROUND INFORMATION

1. **Sitka's Visitor Industry.** The visitor industry is an important sector of Sitka's economy, contributing significantly to employment, local shopping/spending, and tax revenues. It is also an industry that is closely connected to the everyday lives of Sitka's residents as they share streets, facilities, services, and nature with visitors. CBS seeks to fund convention and visitor services through its brand, Visit Sitka, with the goal of marketing and managing Sitka's visitor industry in-line with community goals and desires for visitation.

2. **Expected Engagement with CBS during Contract.** The CBS Tourism Manager (or other designee as determined by the Municipal Administrator) will serve as the Visit Sitka Contract Manager. The CBS Tourism Manager will be the single point of contact for all things related to the Visit Sitka Contract. Visit Sitka is also required to fulfill an ex-officio (e.g. non-voting) membership role with the CBS Tourism Commission (duties are further described in Appendix A).

3. **Contractual Relationship.** The services sought through this RFP require a performance-based, contractual relationship where services are rendered, and CBS ensures the services have been provided. Pending authorization from the CBS Assembly upon successful negotiations with the selected Proposer, CBS intends to award a three-year (3) contract for Visit Sitka operations with one, three-year (3) optional contract extension that can be executed by mutual agreement of CBS and the Contractor.

4. **Contract Payment and Performance.** CBS and the Selected Proposer will establish payment terms commensurate with evaluation of performance and service delivery milestones during contract negotiations.

5. **CBS Ownership of Visit Sitka.** CBS will continue to own the Visit Sitka brand in perpetuity including the name, logo, and other visual representations of the Visit Sitka brand. All materials developed or acquired by the Contractor under the Visit Sitka contract shall be the exclusive physical and intellectual property of CBS. All materials developed or acquired by the Contractor under the Visit Sitka contract shall be provided to CBS electronically as requested by CBS and no later than the termination date of the contract in standard industry formats as agreed upon in the contract. The Visit Sitka branding shall only be used for, with, and on reports, advertisements, communications,

publications, or other work products directly associated with approved services under the Visit Sitka contract.

6. **Cruise-Related Expenditures.** Contractor must be able to track the percentage of effort and cost attributable to cruise passengers. Methodologies for tracking and allocating costs will be mutually agreed upon by CBS and Contractor, and described in the contract; Proposers must demonstrate capacity for robust tracking and reporting as it relates to staff/subcontractor time and expenditures.

C. SCOPE OF SERVICES

1. **Additional Detail Provided in Appendices.** Appendix A, Scope of Services, fully lists and describes the scope of services to be provided under the Visit Sitka contract. The Core Services are categorized by the primary subject areas of: Destination Marketing; Destination Management; Meeting, Convention, and Event Services; and Reporting.

2. **Core Services and Optional Services.** The services in Appendix A are also delineated between Core Services and Optional Services. Proposers **must** provide required responses in relation to Core Services in order to be considered responsive to this RFP. Proposers **may, but are not required,** to submit responses in relation to Optional Services. The submission requirements for Core Services and Optional Services are detailed in Sections D and E respectively. The evaluation process for Core Services is detailed in Section F.

D. PROPOSAL REQUIREMENTS FOR CORE SERVICES

The following subsections detail Proposal requirements related to providing Core Services as described in Appendix A. Unless explicitly described as optional (which is referred to with language such as, “as desired”, “if desired”, “at the discretion of the Proposer”, or anywhere “may” is used), Proposals must include all requirements listed below to be considered responsive to this RFP.

1. Cover Page (One page maximum)

- **a.** Statement indicating response to CBS Request for Proposals for Visit Sitka
- **b.** RFP due date and time
- **c.** Consultant name (and logo if desired)
- **d.** Acknowledgement of receipt of Addenda (if any)
- **e.** Other information/graphics as desired

2. Letter of Interest (One page maximum)

- **a.** Provide on Proposer’s letterhead
- **b.** Identify Proposer, key proposed team members and leadership
- **c.** Expression of Proposer’s interest in being selected

d. Brief summary of Proposer's background and distinguishing qualities or capabilities to perform the services

e. Signed by an authorized representative of the Firm.

3. **Table of Contents (One page maximum)**

4. **Experience and Qualifications (Seven page maximum)**

   a. Proposer's Background. Provide general background information on the Proposer's firm including specialized experience, capabilities, and unique qualifications for visitor related marketing and services.

   b. Local Knowledge. Provide a statement demonstrating the Proposer's knowledge of, and familiarity with, the community of Sitka and the visitor industry in both Sitka and Southeast Alaska.

   c. Relevant Work Experience and References. Identify the unique experiences, abilities, and perspectives the Proposer will bring to Visit Sitka operations. Include a narrative of services, projects, programs, or initiatives within the last five (5) years that demonstrate the Proposer's experience with services of similar scope and size to those described by this RFP.

   d. Organizational Structure. Describe the Proposer firm's administrative and operational structure that will be used to provide services under the Visit Sitka contract. Identify existing positions within the firm's organization which will support the Visit Sitka contract and new positions that will need to be created (if applicable). An organizational chart must be included; additional narrative description of the organizational structure is at the discretion of the Proposer.

   e. Contract Manager. Identify the position within the Proposer firm's organization which will serve as the intended Contract Manager for the Visit Sitka contract including their title and summary of key functions and responsibilities within the firm's organization. Introduce the Contract Manager including their name, qualifications, education, professional experience, and professional licensure and/or certifications. A one-page resume for the Contract Manager may be included as an appendix to the Proposal and will not count against the page maximum for this section.

   f. Staff Experience and Assignments. Identify and introduce other key positions and existing personnel in the Proposer firm's organization who will support the Visit Sitka contract including the experience and qualifications of existing personnel, and work to be performed by key positions/personnel under the Visit Sitka contract. One-page resumes for key personnel may be included as appendices to the Proposal and will not count against the page maximum for this section.

   g. Reporting and Record Keeping. State the Proposer firm's capability to maintain, and report upon, detailed records of finances, activity, and other data collection related to the Scope of Services as detailed in Appendix A.

h. **Conflicts of Interest.** Proposers must state any known or potential conflicts of interest.

5. **Approach to Providing Services (Three page maximum)**
   a. **Overall Approach**. Describe the Proposer's approach to providing all Core Services as described in Appendix A. Proposers may group like-services together in their explanation, but must comprehensively address all Core Services.
   b. **Challenges and Solutions.** Identify potential challenges in delivering Core Services, potential solutions, and the Proposer's general approach to problem solving.
   c. **Subcontracting.** Identify Core Services for which the Proposer anticipates utilizing subcontractors, if any. Proposers may, but are not required to, identify subcontractors by name/firm.

6. **Proposal Cost (Template provided plus one page maximum)**
   a. **Proposal Cost Template**. The Proposal Cost Template for Core Services is provided as Appendix B; Proposers must completely fill out and submit the Proposal Cost Template for Core Services with their Proposal.
   b. **Additional Narrative:** Proposers may, but are not required to, provide additional narrative explanation of, or context for, their proposal cost for Core Services not to exceed one page in length. If Proposer's cost information is inconsistent between the Proposal Cost Template and Additional Narrative, scoring will be based on the numerical values provided in the Proposal Cost Template.

E. PROPOSAL REQUIREMENTS FOR OPTIONAL SERVICES

The following subsections detail Proposal requirements related to providing Optional Services as described in Appendix A. Proposers **are not required** to include a response regarding Optional Services in their Proposal to be considered responsive to this RFP, nor will responses regarding Optional Services affect the scoring of a Proposal.

Proposers **that elect** to include Optional Services in their Proposal must include the following:

1. **Capability and Approach (One page maximum per Optional Service)**
   a. **Optional Service Identification.** Identify the name and item number of the Optional Service as listed in Appendix A.
   b. **Capability.** Describe the Proposer's capability, relevant experience, and expertise to provide the Optional Service.
   d. **Overall Approach.** Describe the Proposer's approach to providing the Optional Service. Include potential opportunities as well as challenges and solutions. Identify whether subcontracting is anticipated; Proposers may, but are not required to, identify subcontractors by name/firm.

2. **Proposal Cost (Template provided plus one page maximum)**
   a. **Proposal Cost Template.** The Proposal Cost Template for Optional Services is provided as Appendix C; Proposers must fill out and submit the Proposal Cost Template for Optional Services with their Proposal. Proposers only need to fill out the cost information for Optional Services they are responding to.
   b. **Additional Narrative.** Proposers may, but are not required to, provide additional narrative explanation of, or context for, their proposal cost(s) for Optional Services not to exceed one page in total length.

F. EVALUATION AND SCORING

Proposals that are determined to be responsive to this RFP will be evaluated and scored on their responses regarding Core Services by the CBS Selection Committee based on the following criteria:

Scoring Criterion	Description	Maximum Points
Experience and Qualifications	Experience and qualifications to successfully provide services	30
Approach to Providing Services	Quality, clarity, and comprehensiveness of described approach	30
Total Proposal Cost	$\frac{\text{(Lowest Total Proposal Cost) x (40 Points)}}{\text{Your Total Proposal Cost}}$	40
	Total Maximum Points Available	100

G. RULES GOVERNING COMPETITION

1. **Evaluation.** The CBS Selection Committee will review, evaluate, score and rank proposals, in accordance with criteria identified in Section F. Clarification of submitted material may be requested during the evaluation process.

2. **Interviews.** Upon receipt and evaluation of the RFP Proposals, CBS may choose to conduct interviews. CBS will notify each Firm being considered for contract award of the date, time and virtual meeting credential. You are encouraged to have all key team members actively participate in your presentation and in answering questions.

3. **Disclosure of Proposal Contents**. CBS, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBS Charter. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked

proposer is announced. Immediately following announcement, all proposals become public information.

4. **Proprietary Information.** All Proposals received by CBS in response to this RFP are deemed property of the CBS and are subject to the Public Records Act. CBS, or any of its agents, representatives, employees, or consultants shall not be liable to the Proposer or individual participating in a Proposal, as a result of the disclosure of all or a portion of a Proposal under this RFP. Any information contained in a Proposal which the Proposer believes constitutes proprietary or confidential, exempting the information from any Public Record disclosure shall be clearly designated. Blanket designations shall not be accepted. All proposal information will be treated by CBS in a confidential manner during the evaluation and award activities, and will not be disclosed to any person or entity not involved in the evaluation and award process until after contract award.

5. **Irrevocability**. All proposals must be irrevocable for 90 days from submission date.

6. **Costs.** All costs incurred by the Proposer in preparation of the proposal, including any interview costs, shall be the sole responsibility of the Proposer.

7. **Right to Waive.** The Evaluation Committee may waive any informality or minor irregularity in the proposals or proposal process. Informalities or minor irregularities:
    a. Do not affect responsiveness;
    b. Are merely a matter of form or format;
    c. Do not change the relative standing or otherwise prejudice other proposals;
    d. Do not change the meaning or scope of the RFP; or
    e. Do not constitute a substantial reservation against a requirement or provision.

8. **Rejection of Proposals.** Only responsive and responsible Proposers will be considered for evaluation. CBS may reject any proposal that does not comply with all the material and substantial, terms, conditions and performance requirements of the RFP. Proposers may not qualify the proposal nor restrict the rights of CBS. If a Proposer does so, CBS may determine that proposal to be a non-responsive counteroffer and the proposal may be rejected.

9. **Modification and Cancellation.** CBS reserves the right to modify this RFP at any time. CBS further reserves the right to evaluate the Proposals in any manner CBS deems appropriate. CBS may decide to cancel the solicitation at any time prior to award if it is in its best interest, in which case no award will be made.

10. **Negotiations**. Following the selection of a proposal, the successful Proposer may be invited to enter into contract negotiations with CBS. If held, negotiations shall be within the scope of the RFP and limited to those items which would not have an effect on the ranking of proposals. If an agreement cannot be reached during the negotiation process, CBS will notify the Proposer and terminate the negotiations. CBS reserves the right to negotiate a contract with the respondent that best meets the selection criteria.

11. **Award.** Upon conclusion of successful negotiations and compliance with any pre-award obligations, CBS will issue an Intent to Award, with contract award contingent upon Assembly budget authorization. It is CBS' preference to award one Firm the entirety of the work as described in the Scope of Services, but may choose multiple Firms to complete some or all of the Work. Additionally, a contract may be authorized in full, in part, or in phases.

H. TERMS & CONDITIONS

1. **Insurance Requirements.** Prior to award, insurance must be secured and maintained for the risks and in the amounts as determined in negotiations with the selected Proposer. The Contractor will need to name CBS as additionally insured and provide waiver(s) of subrogation for CBS.

2. **Nondisclosure and Confidentiality.** Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the CBS. Confidential information, as used herein, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

3. **Contractor's Good Standing with CBS Finance Department.** Contractors must be in good standing with CBS prior to award, and prior to any contract renewals, and in any event no later than seven (7) business days following notification by CBS of intent to award. Good standing means: all amounts owed to the CBS are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed to CBS, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBS reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid.

4. **Licensing and Registration Requirements.** Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. Licensing and registration information may be required prior to award, if requested by CBS. An Alaska Business License is required to perform services in the State of Alaska.

5. **Law, Ordinances and Rules Requirements.** All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this Contract shall apply to the Contract throughout.

I. LIST OF APPENDICES

Appendix A: Scope of Services
Appendix B: Proposal Cost Template for Core Services
Appendix C: Proposal Cost Template for Optional Services

VISIT SITKA RFP
APPENDIX A: SCOPE OF SERVICES

A. <u>CORE SERVICES</u>

1. Destination Marketing

a. Marketing Plan
   - Develop, implement, and maintain a three-year marketing plan to achieve the visitor marking goals of the City and Borough of Sitka
   - Facilitate plan development and annual review with the CBS Tourism Commission

b. Promote visitation to Sitka in accordance with the Marketing Plan in a variety of mediums including but not limited to:
   - A promotional and informational website
   - Online advertising and social media presence
   - Search engine optimization
   - Print media
   - Distribution of videos
   - Trade shows
   - Hosting media and industry members

c. Design and publish an annual visitors guide (Proposer may seek outside revenue through advertising and distribution fees)

d. Promote CBS venues and services including Harrigan Centennial Hall for meetings, conventions, and special events

e. Maintain and disseminate a directory of local businesses

f. Management of the Visit Sitka brand

2. Destination Management

a. Visitor Services:
   - Operation of a year-round, staffed Visitor's Center in the downtown Sitka area to provide in-person assistance to visitors
   - Seasonally operated visitor information desks at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal (the latter is subject to private property owner approval)
   - Creation and distribution of printed and digital resources including visitor information and guides, brochures, and maps at staffed locations, state/municipal ports of entry (e.g. the Rocky Guiterrez Airport, the ferry terminal, the O'Connell Bridge lightering dock), and on the Visit Sitka website.
   - Collaborating with CBS on wayfinding and mapping initiatives including physical maps and signage

b. Manage the Tourism Management Best Practices Program (TBMP):
    - Maintain the list of program members and their status
    - Issue program member identification and collateral (stickers, decals, certificates, digital stamps, etc.)
    - Operate a community feedback line (phone and email)
    - Communicate community feedback to program members, ensure program member compliance, take appropriate steps for compliance/enforcement as defined under program standards/provisions
    - Annually review TBMP standards/provisions, program operations, and community feedback with the CBS Tourism Commission and integrate changes/additions from review for upcoming program year
c. Publishing and maintaining the cruise ship calendar
d. Community communications for tourism-related street closures
e. Serving as a liaison to the CBS Tourism Commission (serving as an ex-officio member):
    - Attend Commission meetings (at least one per month)
    - Provide technical/professional expertise
    - Assist with research or other data collection
    - Prepare reports and presentations for Commission review

3. Meeting, Convention, and Event Services

a. Provide assistance to the organizers of meetings, conventions, and special events where a significant number of attendees will be traveling to Sitka (e.g. conferences, association meetings, sporting events, arts and social events, etc.). Assistance may include securing venues, providing vendor information, printed collateral, etc.
b. Provide/distribute information on meeting, convention, and event support services offered in the community
c. Create and distribute convention delegate welcome folders and welcome signs in local businesses.
d. Follow-up with organizers, venues, and support service providers to ensure customer satisfaction

4. Reporting

a. On a regular basis as established in the Contract, provide CBS with reports on destination marketing and management key performance indicators (KPIs) as established in the Market Plan which may include but are not limited to:
    - Visitation numbers delineated by forms of travel (i.e. cruise passengers, independent travelers, air travelers, ferry travelers, etc.)
    - Number of conventions at Harrigan Centennial Hall delineated between regular/recurring conventions in Sitka versus newly hosted conventions
    - Social media posts and levels of user engagement
    - Search engine optimization and user engagement

- Number of local businesses utilizing free and paid advertising services provided by the Contractor
- Number of visitors at the Visitor's Center
- Number of maps printed and digital downloads
- TBMP registrations and compliance reports
- Pre- and post-season surveys if conducted by Contractor

b. Contractor must demonstrate capability to track expenses to inform and execute an appropriation methodology for different sources of funding (i.e. Commercial Vessel Passenger Excise Taxes and Visitor Enhancement Funding) taking into account different requirements and limitations for use of said funding.

c. Economic data collection and analysis:
    - Performing intercept surveys with visitors at the Visitor's Center and seasonal visitor information desks on spending habits
    - Collaborating with local businesses to document and analyze revenue trends
    - Annual reporting on economic data collection and analysis

B. <u>OPTIONAL SERVICES</u>

1. Providing a public restroom at the Visitor Center

2. Managing tourism-related street closures:
    - Erecting and removing street barricades
    - Managing on-street signage
    - Coordinating with Sitka Police Department to manage vehicles within closure area
    - Opening and closing of temporary restrooms on closed streets
    - Managing required permitting through AK DOT/PF

3. Downtown pedestrian safety – staff the downtown area with pedestrian monitors to ensure clear intersections and prevent jaywalking

4. Event planning and management:
    - Securing and/or subcontracting vendors
    - Assisting with event agenda, operations/logistics planning, venue set-up/ décor planning, communications/promotion, etc.
    - Liaising with venues before and during events
    - Providing staff for event set-up, welcome/registration tables, and other operational support

RFP VISIT SITKA: CONVENTION & VISITOR SERVICES

ADDENDUM NO. 1

DATE:	January 17, 2025
NEW PROPOSALS DUE DATE:	**Thursday, February 27, 2025 @ 2:00:00 PM**
PAGES:	Addendum – 1 page

Acknowledge receipt of this Addendum electronically using Bid Express. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. The following additions, corrections and or modifications are hereby made to the Contract Documents.

A – GENERAL INFORMATION

Item No. 1:

Delete and replace first sentence of item 3:

> **3. Deadline for Proposals.** Proposals must be received by 2:00:00 P.M. AKST, ~~Thursday, January 30,2025~~ to **Thursday, February 27th, 2025**.

END OF ADDENDUM 1

HELLO.
WE'RE ORCA.

We're thrilled to formally submit our proposal in response to The City and Borough of Sitka's RFP for Visit Sitka: Convention & Visitor Services. With our personal connection to Sitka and extensive experience in travel and tourism marketing, we think you will see in this proposal, we are uniquely suited for this work.

RESPONSE TO RFP DUE NO LATER THAN

Thursday, February 27th, 2:00pm AKST

PROPOSER NAME/LOGO

ORCA // KILLER CREATIVE

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

We hereby acknowledge receipt of the Visit Sitka RFP, released November 15, 2024, and Appendix A: Scope of Services, Appendix B: Proposal Cost Template for Core Services, Appendix C: Proposal Cost Template for Optional Services, and Addendum 1, Updated Deadline for Proposals.

ORCA // KILLER CREATIVE

Dear Ms. Ainslie, The City and Borough of Sitka,
& Visit Sitka partners and stakeholders,

Every year, many RFPs cross our desks. Some catch our interest. A special few speak to our souls. The Visit Sitka opportunity is one of the latter.

We're a small, highly experienced, and deeply dynamic team based in the Northwest. We're made up of individuals who find great peace in nature and and relish experiencing corners of the world with history worth preserving.

Both individually and as a collective, we have amassed extensive travel and tourism experience. As outdoor lovers, we understand the crucial balance between sharing places and protecting them.

We've linked a brief video by way of introducing ourselves and putting a few faces to names. It's worth noting that our account director, Kristin Kidd, is Alaska Grown with a personal family legacy in Sitka. It was KK who brought this proposal to the full team's attention. From there, we enthusiastically rallied around the opportunity.

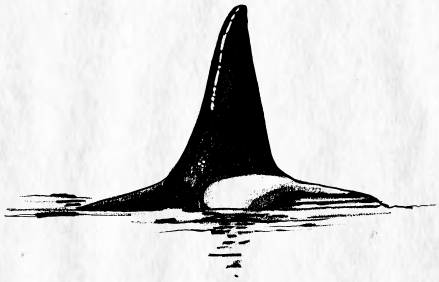
As you review our proposal, you may notice a few important differentiators between Orca and a typical agency. While many agencies do good work, we've learned that few offer the caliber of interpersonal relationships that we know how to build. When you work with Orca, you're working with a committed crew of talented, reachable, and likable humans—not a corporate group. We're as down-to-earth as we are driven. We consider our clients our friends, from the first handshake. We take pride in bringing about positive impact through every project—supporting destinations, economies, and the humans behind the scenes who are holding it all together.

That's enough about us. Thank you for your consideration. We welcome the opportunity to discuss a potential partnership and get to know one another.

Orca Creative's core team:

- **Jon Gelder,*** founder, creative director
- **Kristin Kidd,*** partner, director of account services
- **Beth Lopez,** strategist & senior writer
- **Jess Vice,** strategist & UX director
- **Terry Urruty,** senior art director
- **Ashleigh Hughes,** project manager & designer

* Leadership



Orca //Killer Creative | 12625 E. Tallman Road, Chattaroy, Washington, 99003 | 509.615.2028 | kk@OrcaCreative.net | **OrcaCreative.net**

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Proposer
Orca //Killer Creative
12625 E. Tallman Road, Chattaroy, Washington, 99003

Orca is a creative marketing agency based in Chattaroy, Washington.
Orca specializes in digital and traditional advertising, social media, content creation, video production, website development/optimization, and public relations. We know exactly how to help Visit Sitka stand out in a competitive travel landscape while keeping the heart of the city beating.

Years in Business
17 (since 2008, when Twilight came out)

Collective Years of Experience
130+ (core team of 6 branding and marketing experts)

Creative Industry Awards & PR
Local, regional and national awards for creative excellence from the American Advertising Federation, CommArts, Adweek, Archive, Print, Graphis.

Website & Socials
OrcaCreative.net LinkedIn Instagram Facebook Vimeo

Staff Experience & Assignments
The DNA of a big agency with the agility and hustle of a small team. A senior crew built for flexibility and impact, working together seamlessly on everything from brainstorming and strategy to design, copywriting, digital production, and final execution. We're a tight-knit group that tackles every step of the creative process making sure each project is thoughtful, strategic, and executed to perfection.

BRAIN
EQUALS
BRAWN

Partners
- Jon Gelder, Founder, Creative Director
- Kristin Kidd, Partner, Director of Account Services

Podmates
- Beth Lopez, Strategist & Senior Writer
- Jeremy Hixon, Web Development Director
- Terry Urruty, Senior Art Director
- Dave Zwicky, Senior Production Artist
- Jess Vice, Strategist & Researcher
- Kevin Graham, Composer & Filmmaker
- Ashleigh Hughes, Project Manager & Designer
- Geri Zwicky, Senior Production Artist

Email
kk@orcacreative.net
jon@orcacreative.net

Mobile/Text
Kristin: 303.842.7278
Jon: 509.615.2028

WE'RE LISTENERS, THINKERS & MAKERS.

Continuity is a crucial ingredient in your success with an agency. It's why we assign a senior team of key players to work with you—the same names and faces you see in this proposal. Specialists with a narrow focus will jump in and play their parts as things progress, but your day-to-day point-people will always stay the same. We all have our individual talents and skills to chip in, but what we all have in common is that we're can-do types. Confident in our own craft yet happiest working as a group. Committed to a time-tested process—with a little duct tape in the toolkit too, of course.

Jon Gelder,
Founder, Creative Director
Jon is the driving force behind Orca's creative vision, blending strategy, branding, and design to create work that makes an impact. He leads the entire creative process, from early ideas to final execution, ensuring every project is both visually compelling and strategically sound. As a player/coach, he guides concept development, art direction, and messaging while keeping projects focused and results-driven. He delivers bold creative that helps brands stand out.

→ Relevant experience
Colorado Tourism Office, Visit Idaho, Utah Office of Tourism, Visit Colorado Springs, Colorado State Fair, Schweitzer Mountain Resort, Hotel Jerome, Visit Spokane, The Broadmoor, Piano Creek Ranch, ZooMontana, Little America Resort, Libby Area Chamber of Commerce, North Idaho Tourism Alliance, Hooptown USA, Montana State Fund, Colorado Department of Transportation, and Utah Department of Transportation

Account Lead & Contract Manager

Kristin Kidd,
Partner, Director of Account Services
Kristin is the steady hand behind Orca's client relationships, making sure projects run smoothly and deliver real impact. She leads integrated campaigns from strategy to execution, keeping everything aligned with brand goals. As the main point of contact, she guides research, planning, and creative development while keeping an eye on budgets, timelines, and reporting. She's focused on making sure clients feel supported, heard, and set up for success.

→ Relevant experience
Alaska Grown with deep family history in Sitka. Alaska Tourism Marketing Council, Denver Mayor's Office of Economic Development, City & County of Denver; Red Rocks Park & Amphitheatre, Colorado Department of Transportation, Utah Department of Transportation

Beth Lopez,
Strageist & Senior Writer
Beth generates the messaging, words, slogans, headlines, copy and audio scripts that accompany advertising visuals. She writes compelling copy across all channels, including website copy, email campaigns, blog posts, video scripts, digital and print ads, and packaging.

→ Relevant experience
Utah Office of Tourism (including the Mighty 5 campaign) Visit Salt Lake, Ski Utah, Sundance Resort, and RootsRated

Jess Vice,
Strategist & UX Director
Jess' role is to uncover insights and develop and execute data-driven creative strategies that help brands reach, engage, and convert their target audience. Jess is also responsible for overseeing and leading the user experience design strategy to achieve a positive user experience for our clients' website visitors.

→ Relevant experience
Utah Office of Tourism (including the Mighty 5 campaign), Palisades Tahoe, Sundance Resort

WE'RE LISTENERS, THINKERS & MAKERS.

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Jeremy Hixon,
Web Development Director
Jeremy leads our web development team, providing expert oversight and strategic direction for digital projects, combining functionality with efficiency. He builds, enhances, and supports our clients' websites, and provides guidance on technical issues, ensuring pixel perfect functionality, responsiveness, and web standards compliance.

→ Relevant experience
Chattanooga Area Chamber of Commerce, Chattanooga Business Trend

Kevin Graham,
Composer & Filmmaker
Kevin is a composer and filmmaker who specializes in cinematic, trailer, and symphonic music for film, TV, and video for Orca's clients. His music has been licensed by thousands of content creators and brands worldwide, and his videos round out the brand expression of Orca's clients.

→ Relevant experience
Visit Spokane, Grant County Tourism Commission, Republic Chamber of Commerce

Terry Urruty,
Senior Art Director
Terry establishes the artistic style and visual concepts in response to clients' briefs. He is responsible for creating and developing advertising ideas, giving them a visual life and language all their own. He works closely with our senior writer and senior strategist to ensure everything's anchored in the right messaging and elevated by the unexpected.

Ashleigh Hughes,
Project Manager & Designer
Responsible for planning, organizing, managing and executing projects from start to end, ensuring timely and budget conscious execution. She also incorporates approved branding, marketing, and communication strategies into final designs.

Dave Zwicky,
Senior Production Artist
Dave ensures that artwork is designed at scale according to our clients' brand guidelines. He supports the design team by taking established creative concepts and transforming them into production-ready assets.

Geri Zwicky,
Senior Production Artist
Geri ensures that artwork is designed at scale according to our clients' brand guidelines. She supports the design team by taking established creative concepts and transforming them into production-ready assets.

ORGANIZATION CHART

FOUNDER & CHIEF CREATIVE OFFICER
JON ~ Spokane

PARTNER, DIRECTOR OF ACCOUNT SERVICES
KK ~ Denver

CHIEF FINANCIAL OFFICER
DANNY ~ Salt Lake City

CD & SENIOR COPYWRITER
BETH ~ Salt Lake City

BRAND STRATEGY & UX DIRECTOR
JESS ~ Roanoke

CD & SENIOR ART DIRECTOR
TERRY ~ Buffalo, WY

WEB DEVELOPMENT DIRECTOR
JEREMY ~ Chattanooga

EDITOR, COMPOSER & CINEMATOGRAPHER
KEVIN ~ Missoula

DIGITAL MARKETING MANAGER
CHASE ~ Spokane

GRAPHIC DESIGNER
ASHLEIGH ~ Spokane

SENIOR PRODUCTION DESIGNER
DAVID ~ Honolulu

SENIOR PRODUCTION DESIGNER
GERI ~ Honolulu

ORCA
// KILLER CREATIVE

BIG AGENCY SKILL, SMALL AGENCY AGILITY.

We specialize in comprehensive branding, from big picture strategy to style guides and environmental design. We blend digital prowess in branded display and video ads, PPC, social media, email marketing, and e-commerce with superior content creation, website development, and expert marketing consulting. Our dynamic approach extends to event branding, TV and video production, motion graphics, and experiential marketing, supported by traditional media and innovative AR/VR experiences. Orca is your holistic partner for brand elevation and audience engagement of all kinds

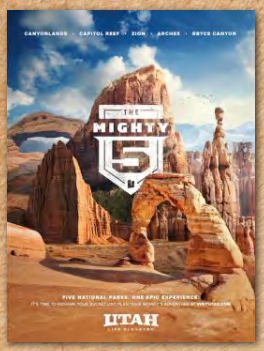
TOURISM EXPERIENCE

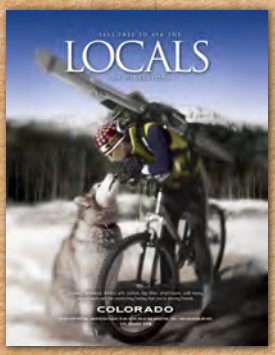
UTAH OFFICE OF TOURISM

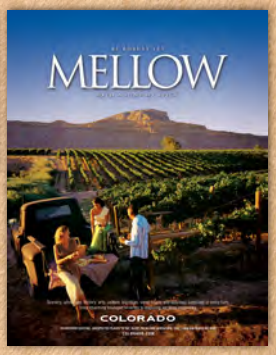
Utah was ready to level up its tourism marketing with a campaign touting the state's quantity—and quality—of national parks.

Orca copywriter/strategist Beth played a pivotal role in the original campaign, which was released in key national markets via print ads, outdoor ads, commercials, digital ads, and activation events.

The campaign captured the imagination of audiences, appealing to their sense of adventure and their dreams of desert grandeur.







COLORADO TOURISM OFFICE

Colorado's breathtaking landscapes and adventurous spirit called for a campaign that went beyond the expected, capturing the state's vibrant energy and diverse experiences.

With Jon Gelder's art direction, the campaign came to life across digital, print, and experiential activations positioning Colorado as the ultimate destination for both thrill-seekers and those seeking a quiet escape.

VISIT IDAHO

Idaho's natural beauty, from rugged mountains to crystal-clear lakes, deserved a campaign that showcased its hidden wonders and wide-open spaces. Jon Gelder's creative direction and design helped shape a fresh approach, inviting travelers to see Idaho in a new light. Through compelling storytelling and immersive visuals, the campaign connected with audiences looking for an authentic outdoor adventure.

NORTH IDAHO TOURISM ALLIANCE

North Idaho's untamed landscapes and rich heritage set the stage for a campaign that spoke to adventurers, history buffs, and nature lovers alike. Creative direction and design by Jon Gelder, the campaign highlighted the region's striking contrasts from tranquil lakes to rugged back-country reinforcing North Idaho as a place of discovery and escape.

We would love to be selected as your creative agency partner.

As mentioned in our letter of interest, we have deep roots in Alaska. Our Director of Account Services spent her formative years in Alaska, and visits at every opportunity. Her father's family was in Sitka from 1941-1962; after WWII ended, her grandfather served as Vice President of the First Bank of Sitka.

KK, Sitka, 1984

FIRST BANK OF SITKA

SITKA, ALASKA

3 June 1958

Miss Frances Ward
Readers Digest
230 Park Avenue
New York, N. Y.

Dear Miss Ward:

In the June issue of the American Legion Magazine there was an article requesting that veterans who had participated in the Invasion of Normandy, write to you.

My own unit was attached to the 4th Infantry Division which made the initial assault on Utah Beach. In fact the 3rd Battalion of the 22nd Infantry, of which we were a part, was with the initial troops that landed. To my knowledge the only troops who proceeded us ashore, other than the airborne of the 101st Airborne Division, were engineers whose mission it was to blow entrance ways through the sea wall so that the heavy equipment could proceed inland.

Whether any information I might have, or remember, would be of help to you may be questionable, however, I would be most happy to send you any thing that I have information about that might be a help in compiling a History of D Day in Normandy. Although it has been 14 years since June the 6th 1944, I can assure you that the invasion was an experience that I shall never forget.

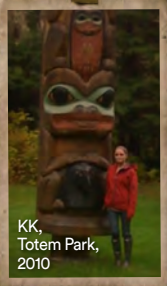
Very truly yours,

C. W. Kidd

Letter from the desk of C.W. Kidd, 1958

Kidd bros, Sitka, 1958

Kidd sisters, Sitka, 1984


KK, Totem Park, 2010

Carving of Sitka, on display in the Kidd residence

C.W. Kidd & Kidd bros , Sitka, 1952

Kidd bros, Sitka, 1958

Our Founder and Creative Director lived in Alaska for a time, and the spirit of the North never left him.

A crew of explorers and wide-eyed wanderers, we collectively gain inspiration from all things outdoors. Orca is a group of problem-solvers. And we get excited about new ways to approach a challenge. When that challenge is inviting visitors to experience and enjoy a beloved hometown while keeping the soul of a small town alive, we light up.

Jon in AK 1998

Jon in AK 1998

Summary of Background
At Orca, we offer a collaborative creative partnership with our clients. We listen to you, your team, and your audience to gain a deeper, human level understanding of your story, needs and challenges. We obsess over ways to authentically develop and share your story with the world. And we build the work using our superpowers as designers, writers, strategists, and creative human beings.

WE PROMISE TO DELIVER

- Killer Creative driven by strategy and a deep curiosity around your challenges, opportunities, and goals
- Enthusiastic approach to our relationship and your brand
- Commitment to the creation of stand-out work that drives results
- Accountability, mutual trust, and respect
- An organized process and clear communication

→ **Our collective travel & tourism experience includes**

COLORADO TOURISM OFFICE • UTAH OFFICE OF TOURISM • VISIT IDAHO • VISIT COLORADO SPRINGS ALASKA TOURISM MARKETING COUNCIL • VISIT SPOKANE • VISIT SALT LAKE • SKI UTAH • SUNDANCE RESORT • DENVER MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT • NORTH IDAHO TOURISM ALLIANCE CITY & COUNTY OF DENVER • LIBBY CHAMBER OF COMMERCE (MT) • RED ROCKS PARK & AMPHITHEATRE LITTLE AMERICA RESORT • HOOPTOWN USA • COLORADO STATE FAIR • HOTEL JEROME • SCHWEITZER MOUNTAIN RESORT • THE BROADMOOR • PIANO CREEK RANCH • ZOOMONTANA • WHITEFISH RESORT DEER VALLEY • PALISADES • COLORADO DEPT OF TRANSPORTATION • UTAH DEPT OF TRANSPORTATION

With Orca, you'll never be left guessing. We keep you informed every step of the way.

We rely on tried and true processes to maintain and report detailed records of your campaign analytics, finances, activity, and other data to inform every decision.

Your reporting dashboard may include a few (or all) of the following:

BRAND HEALTH METRICS

Establish a baseline of brand health, brand equity, brand sentiment and loyalty, in order to stay ahead of emerging trends, threats and opportunities.

- Track brand awareness and key brand attributes that drive consumers to the brand and predict preference and loyalty.
- Track brand associations relative to competitors to identify the impact of communications, marketing efforts, and other activities on consumer perception.

CAMPAIGN REPORTING

Identify Appropriate Metrics

- Audience Segmentation, Traffic and Source, Awareness, Engagement, Conversion, Revenue

Establish Goals, Objectives, Strategies & Tactics

- KPI tracking and measurement

Analyze & Interpret the Data; Share Insights

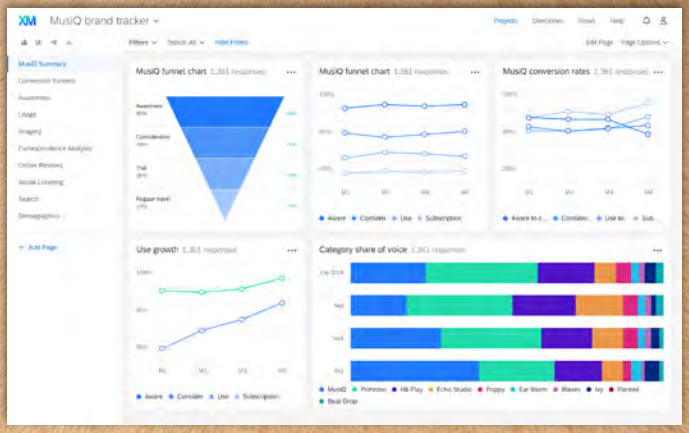
CAMPAIGN ANALYTICS

Customer Journey Mapping

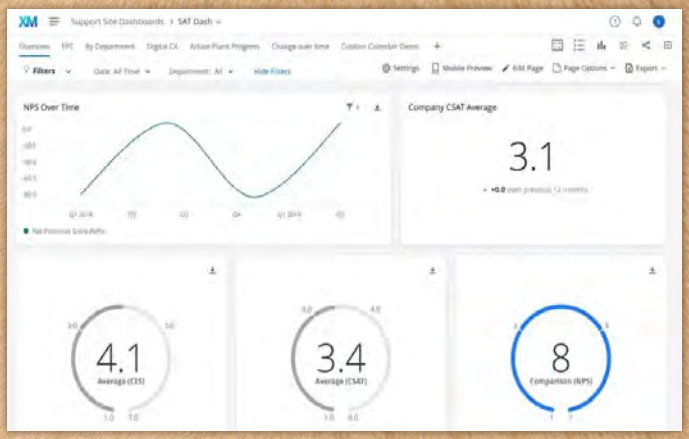
- Visual representation of customer interactions with a brand across various touchpoints.

Paid Media Reporting Dashboard

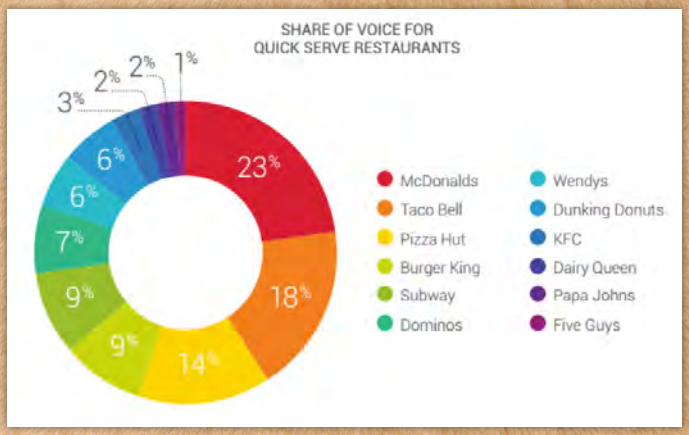
- Brand Awareness: cost per thousand impressions (CPM)
- Performance-Driven: cost per click (CPC) and cost per lead (CPL)
- Tracking and reporting on CPM, from PPC, display ads, social media ads, programmatic advertising and to include efficiency, awareness, reach, frequency, engagement, conversions and return on investment.
- Return on Ad Spend (RoAS)



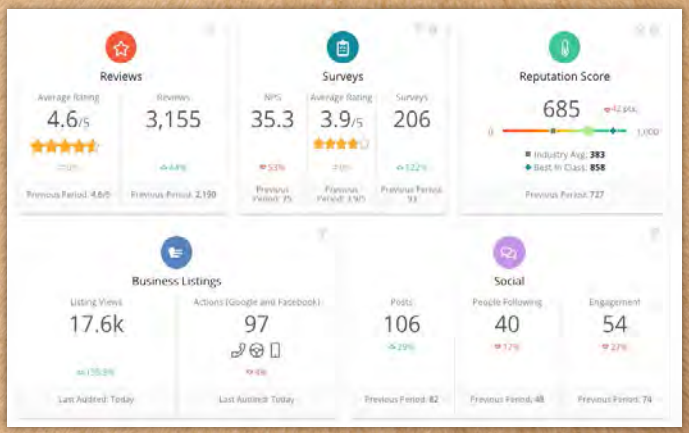
BRAND AWARENESS DASHBOARD EXAMPLE



NET PROMOTER SCORE (NPS) DASHBOARD SAMPLE



SHARE OF VOICE DATA VIZ SAMPLE



BRAND REPUTATION DASHBOARD SAMPLE

CAMPAIGN ANALYTICS continued

Social Media Reporting Dashboard

- Followers, Demographics, Posts/Post Frequency, Reach, Impressions, Engagement Rate (likes, comments, shares, tags)
- Video completion rate, total watch time
- Lead Gen, Click Thru Rates, and Conversion Rates
- Social Share of Voice; Social Sentiment Score

Customer Service Metrics

- Average response time, customer satisfaction score, net promoter score

Content Optimization

- Analyze which content types most resonate with the audience

Website Tracking & Reporting

- Google Analytics, HotJar, Digital Journey tracking to collect and act on data such as: time on page, bounce rate, click source, visitor path, demographics, engagement, and conversion.

CRM Tracking & Reporting

- Monitoring customer interactions, sales pipelines, and engagement data within a Customer Relationship Management (CRM) system to analyze trends, improve customer relationships, and optimize marketing and sales efforts.

Event Reporting

- Track, measure and report on quantitative and qualitative event metrics such as RSVPs, total registrations, check ins, surveys, NPS (net promoter scores), active attendees, speaker engagement, session analytics, returning attendees, and ROI.

FINANCIAL REPORTING

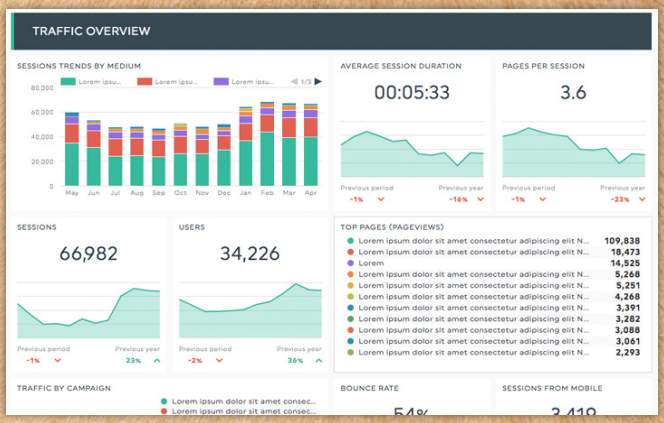
- Monthly and Quarterly hours tracking and reporting
- Budget, Budget Optimization, and Invoicing

CRUISE-RELATED EXPENDITURES

- Monthly and Quarterly hours tracking and reporting
- Detailed reporting on time spent specifically towards cruise-related expenditures

- **Conflicts of Interest**
  While we have deep experience in travel & tourism, currently we have no known conflicts of interest.

SOCIAL MEDIA DASHBOARD SAMPLE



WEBSITE TRACKING & REPORTING SAMPLE

CRM TRACKING & REPORTING SAMPLE

EVENT REPORTING SAMPLE

OUR APPROACH & METHODOLOGY

Our process focuses on understanding your unique business vision and devising a tailored creative marketing strategy in line with your goals. Information is the bedrock of our strategy, shaping everything from what we say to where we say it. We're all about facing these challenges head-on, making sure we're hitting the mark. We think in systems, not in terms of piecemeal projects. By creating at the brand level and campaign level rather than building from the trenches up, we stay a step ahead and work more efficiently and strategically too. Meanwhile, our knack for data means we're always tuning and improving, making sure we're not just throwing darts in the dark. This leads to Killer Creative that sets your brand apart in today's competitive landscape.

WE LISTEN

- Align & collaborate, define goals, business outcomes, and how we'll work together.
- Discover opportunities, gather insights, analyze market trends, and identify untapped potential.

WE THINK

- Map the strategy, align insights, brand values, audience, and goals into a clear plan.
- Define the approach, develop messaging, KPIs, and marketing strategies to drive results.

WE BUILD

- Define the brand, establish core documents, visual identity, and key assets.
- Create support materials, develop branded content for sales, tradeshows, and internal use.

ANALYZE

- Measure impact, track KPIs using analytics, surveys, and social listening tools.
- Gather insights, collect qualitative feedback to understand audience perception.

OPTIMIZE

- Adapt & optimize, refine messaging and media based on real-time performance and feedback.
- Learn & improve, conduct post-project reviews to enhance future strategies and collaborations.

REPEAT

- Push for impact, continuously seek ways to refine and elevate our work.
- Think bigger, identify opportunities to maximize reach, effectiveness, and results.

COMPREHENSIVE APPROACH TO CORE SERVICES

Orca's Overall Approach to Providing Services:

Initial Brand Audit

- Review all existing materials, reports, current website design, analytics, tech stack and requirements, communications, and brand elements.

Stakeholder Engagement

- Conduct 1:1 interviews, collaborative sessions with Visit Sitka staff, and surveys with private and public stakeholders, including internal and community representatives. This work will guide our recommendation to clarify the brand's mission, vision, and values, aligning to the strategic goals and unique value proposition.

Brand Perception Analysis

- Analyze brand perception and positioning within the community. Leverage qualitative and quantitative data to assess community sentiment and positioning.

UX Audit & Sitemap

- Set the groundwork for a website that meets your expectations and supports design, development, and deployment.

Brand Assessment Report

- Analysis of current market position, including identity, messaging, and customer perception, offering insights and recommendations for improvement.

CHALLENGES & SOLUTIONS

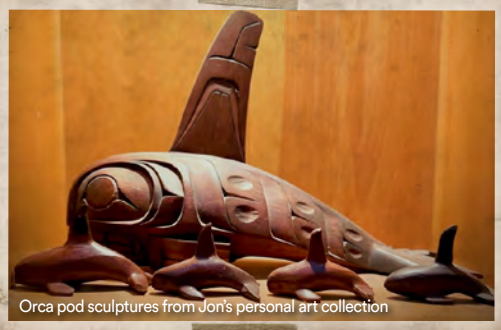
Onboarding
At Orca, we use an iterative and collaborative approach to our relationships and work. We dive deep, learning everything we can about our clients, the problems to solve, and how best to create a trusting relationship to ensure long-term success.

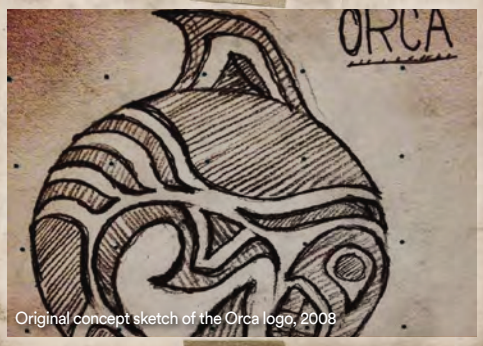
- We learn as much as possible via previous and current information, reporting, data processing, and good old fashioned conversations.
- We'll work together to outline and prioritize categories of information to onboard this relationship as efficiently and successfully as possible, and so we can roll up our sleeves and get to work.
- KK has family in Sitka, and is excited at the potential of spending significant time in Sitka throughout the year, particularly during the onboarding phase. Have we been Zillow-daydreaming about properties in Sitka? Maybe.

Relationship-Building
- Trust fuels great work and strong relationships help us dig deeper creating more authentic, effective marketing.
- Collaboration drives impact; working closely leads to smarter ideas and better results.
- We're in it with you. Understanding your vision helps us craft strategies that actually move the needle.

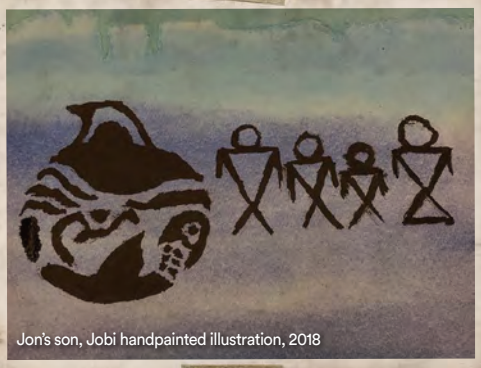
Timing
- We utilize project management software, regular check ins, and our combined experience to create schedules of activities, including start and end dates, and key milestones along the way. Sometimes tasks must take a parallel path, and we are highly adept at running multiple projects at once, all in furtherance of the stated campaign goals and priorities.

Location
- Seattle to Sitka is a quick 2-hour flight – a shorter flight than from many locations within the state of Alaska.
- We plan to visit Sitka once a quarter
- As a fully-remote agency, we understand the importance of regular, established check ins, and of developing the type of relationship where our clients feel they can reach us when they need.
- We take pride in being problem-solvers, and constantly look for ways to solve any unexpected problems that may arise, through a combination of strategy, ingenuity, technology, and a client-first mindset.


Orca pod sculptures from Jon's personal art collection



Original concept sketch of the Orca logo, 2008


Jon's son, Jobi handpainted illustration, 2018

Raven sketch from Jon's notebook, 2020

SUBCONTRACTING

A senior team of remote experts, our agency model is one of flexible scale.
At Orca, we focus on making the best work possible, and our unique model means we don't need to upsell clients on work they may not need in order to pay overhead such as rent, utilities, administrative costs, and FTE salaries. We have a core team of senior experts we consistently work with for specific clients and projects. We call this "big agency skill, small agency agility." When a project requires a specialized skill, such as printing, cinematography, photography, illustration, and so on, we call on a short list of pros with whom we've worked and built trusted relationships. We will work closely with the Visit Sitka team to create a short list of trusted contractors when specialized knowledge of Sitka or southeast Alaska is required (photography, for example), and those instances where it is critical and/or advantageous to work with someone local to Sitka.

SUBCONTRACTING continued

The following Core Services are those we expect to subcontract:

Destination Management | Community & Visitor Services

- Year-round Visitor's Center operation in downtown Sitka, and seasonally operated Visitor Information Desks at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal
- Distribution of printed and digital resources at staffed locations, state/municipal ports of entry, and on the Visit Sitka website
- Wayfinding and mapping collaboration with CBS
- Publish and maintain the cruise ship calendar
- Communicate tourism-related street closures to the community
- Management of the TBMP, including maintaining the list of program members and their status; issuing program member identification and collateral; operation of a community feedback line (phone and email), and communicating community feedback to program members, ensuring compliance; review of TBMP standards/provisions, program operations, and community feedback with the CBS Tourism Commission and integrate changes/additions for the upcoming program year
- Serve as a liaison to the CBS Tourism Commission by attending Commission meetings, providing technical professional expertise, assisting with research or data collection, preparing reports and presentations for Commission review

Meeting, Convention, & Event Services

- Provide assistance to the organizers of meetings, conventions, and special events where a significant number of attendees will be traveling to Sitka
- Provide and distribute information on meeting, convention, and event support services offered in the community
- Create and distribute convention delegate welcome folders and welcome signs in local businesses
- Follow up with organizers, venues, and support service providers to ensure customer satisfaction
- Host media and industry members

Creative Services

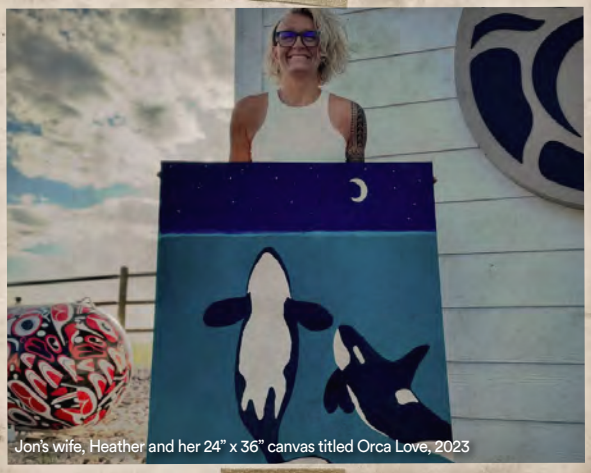
- Photography & Videography (including drone), Illustration, Animation, Music

Media Services

- Media Planning, Buying, Optimizing, and Reporting
- Printing, Distribution, and Fulfillment

Jon's Digital Watercolor Orca Pod Illustration, 2024

Jon's Handmade Elk Hide Drum Artwork, 2020



Jon's wife, Heather and her 24" x 36" canvas titled Orca Love, 2023

Sketches from Jon's notebook, 2022

PROPOSAL COST: CORE SERVICES

Following is our best attempt at providing a detailed budget for each of the Core Services outlined in the RFP. This is based on our experience and publicly available data. While we are experts in budgeting for the outlined Core Services, we also know that we don't yet know enough in order to provide a precise budget for each line item.

When we engage with a client, we are always looking to create the best work for the best value. We look for economies of scale, we look for ways to stretch the budget, and to utilize deliverables in more than one place. In addition, we're constantly searching for ways to utilize existing and emerging technology to maximize a budget, to gather data to make informed recommendations, to provide an optimal user experience, and to remain cognizant of environmental impacts a deliverable may have.

We consider the big picture, and the small one, too. As many of the Core Services are operational, we'll tap into local resources to fill the seasonal and the "boots on the ground" positions. From managing the Visitor's Center, to assisting with wayfinding, to ensuring restrooms are properly maintained, we intend to partner with key staff in Sitka to ensure no detail is overlooked, whether that impacts the cruise ship visitor, the independent traveler, the business owner, or Sitka locals.

We don't intend to start from scratch with the Core Services. Instead, we'll talk with our partners at Visit Sitka to prioritize, to determine what is working, what needs work, and emerging trends that need our focus.

We know there is plenty of work to do, and are excited at the chance of getting started.

When we created the 3-year budget, we did so with our best expertise. We anticipate that an overall budget will be agreed upon, and we'll work together to properly parse out those dollars.

A few examples of Core Services where additional information is needed to properly budget include:

Promoting Sitka
- Previous spend and analytics for online advertising, seo, print media, video distribution, trade shows, media hosting.

- **Annual Visitor's Guide, brochures, maps**
  Previous quantity and spend on printed collateral, distribution strategy, analytics on digital versus printed usage.

- **Management of the Visit Sitka brand**
  Expectations for brand management, previous efforts, expected deliverables.

- **Management of TBMP**
  Does this program currently exist, or would we start from scratch? What is the problem we're trying to solve?

- **Tracking, Reporting, Data Collection & Analysis**
  What tools are already in place for collecting, analyzing and reporting on data?

VISIT SITKA RFP
APPENDIX B: PROPOSAL COST TEMPLATE FOR CORE SERVICES

Company Name Orca // Killer Creative

Cost Proposal	CORE SERVICES *Fill in yellow cells with cost to provide Core Services over the 3-year contract term as described in Appendix A: Scope of Services*		
Destination Marketing		$	1,222,500.00
1a	Marketing Plan	$	30,000.00
1b	Promoting Sitka	$	750,000.00
1c	Annual visitor's guide	$	225,000.00
1d	Promotion of CBS venues and services for meetings/conventions/events	$	90,000.00
1e	Local business directory	$	22,500.00
1f	Management of Visit Sitka brand	$	105,000.00
Destination Management		$	723,500.00
2a	Visitor services	$	475,000.00
2b	Management of TBMP	$	75,000.00
2c	Cruise ship calendar	$	25,000.00
2d	Street closure communications	$	22,500.00
2e	CBS Tourism Commission liaison	$	126,000.00
Meeting, Convention, and Event Services		$	180,000.00
3a	Assist groups with conference planning	$	60,000.00
3b	Provide information on all support services offered in community	$	30,000.00
3c	Create and distribute convention welcome materials	$	45,000.00
3d	Follow-up and customer satisfaction	$	45,000.00
Reporting		$	243,000.00
4a	KPI reporting	$	127,500.00
4b	Tracking and reporting of cruise-related expenditures	$	63,000.00
4c	Economic data collection and analysis	$	52,500.00
Total cost		$	2,369,000.00

Click to link to Appendix B

PROPOSAL COST: OPTIONAL SERVICES

Following is our best attempt at providing a detailed budget for each of the Optional Services outlined in the RFP. This is based on experience, publicly available data, and our best estimates at this time. We anticipate that these services would be subcontracted.

Challenges we forsee are finding the right subcontractors to perform these services. Fortunately, we have many contacts in Sitka who can assist in finding candidates who may be interested in these positions.

Opportunities include reaching out to the Tlingit & Haida Youth Employment Services (YES) Program, partnering with Sitka AmeriCore, and the Alaska Fellows Program to ensure we are keeping opportunity within the community.

We understand the following:

Public Access to Restrooms in the Visitor Center
The proposed budget assumes staffing the Visitor Center throughout the months of May through September. This seasonal hire will be available to answer questions, assist guests, and will ensure the restrooms are clean, stocked and accessible.

Manage Lincoln Street Closures & Pedestrian Safety in Downtown Corridor
The proposed budget assumes management of the Lincoln Street closures, including collecting, disseminating, and updating the street closures throughout the season (May-September), and assisting with street closures (barricades, signage, answering questions). This budget also assumes the same person would manage pedestrian safety in the downtown corridor, by ensuring appropriate signage, speaking with visitors and residents, and assisting with compliance in furtherance of pedestrian safety.

Event Planning and Management
The proposed budget for event planning and management is based on the assumption that there will be 12-15 events in Sitka during 2025. This person would be a part-time, year-round staff member and would assist in event planning, and lead on event management.

VISIT SITKA RFP
APPENDIX C: PROPOSAL COST TEMPLATE FOR OPTIONAL SERVICES

Company Name _____

Cost Proposal

OPTIONAL SERVICES

Fill in yellow cells with cost to provide Optional Services 1-3 over the 3-year contract term as described in Appendix A: Scope of Services. If you are responding to Optional Service 4, please use any space on this sheet to provide a fee schedule for event planning and management services.

Optional Services		$40,000.00
1	Public access to restrooms in visitor center	$15,000.00
2	Manages Lincoln Street Closures	$10,000.00
3	Pedestrian safety in downtown corridor	$15,000.00
Optional Services		$37,500.00
4	Event planning and management	$37,500.00

Click to link to Appendix C

ADDITIONAL NARRATIVE

Insights and takeaways from our February 2025 Sitka Research Visit

- While our team has a strong familiarity with Sitka, as we prepared this proposal, we decided to get boots on the ground and engage in some invaluable one-on-one chats with locals.
- Like all of the earth's most special places, Sitka has a heartbeat of its own, and what we heard in Sitka helped prepare us to be thoughtful storytellers representing the town's complex needs, challenges, and opportunities.
- We emerged awash in inspiration—and full of respect for the delicate balancing act of marketing a destination with many stakeholders, precious resources, and a richly nuanced history.
- We can't wait to learn more, discuss observations and opportunities, and talk shop.

APPENDIX

KEY PERSONNEL RESUMES

PROFESSIONAL SUMMARY

Kristin **(go ahead and call her KK)** is a brand and retail marketing professional with 25 years of successful experience in numerous leadership roles with both agencies and clients. She knows her way around business development in every size environment, ranging from small startups to full-scale enterprises. KK has a keen eye for organizational infrastructure, knows how to fine-tune a process, and can tailor business strategies for any goal. KK is a superb communicator who understands relationships, team-building, and helping humans drive their best-ever business results.

Kristin Kidd

LinkedIn

CORE EXPERIENCE

- Marketing Plan Development
- Product Development
- Brand Strategy / Positioning
- Brand Development
- Retail / Wholesale Marketing
- Social Media Strategy
- Packaging Development
- Event / Experiential Marketing
- Partnerships / Sponsorships

WORK EXPERIENCE

April 2024-Present | Partner, Director of Account Services | Orca // Killer Creative

- Primary client contact, guiding research, planning, and creative development.
- Steady hand behind Orca's client relationships, ensuring projects run smoothly and deliver real impact.
- Prioritizes client success, ensuring they feel supported, heard, and set up for long-term growth.

June 2023-April 2024 | Branding & Marketing Consultant

- Two years as a brand strategy, advertising, and marketing consultant, working with clients in consumer packaged goods, regulated markets, financial products and services, SaaS, and healthcare.

2022-2023 | VP Marketing | Supergalactic Brands

- Developed and managed all marketing touchpoints including advertising, digital marketing, retail presence, social media, customer service, email marketing, events, DTC communications and public relations.
- Built strategic relationships and partnerships with key industry players.
- Measured and reported brand and campaign performance against KPIs.

2018-2022 | Director, Brand Marketing | Harvest Health & Recreation | Trulieve

- Enterprise-wide Brand Marketing Director for Harvest, Inc., a $400M+ vertically integrated MSO operating in 7 states in the US cannabis market.
- Directed the development, deployment and growth of a portfolio of 7 internal cannabis brands across a multi-state medical and adult-use retail footprint of 42 stores and thru a wholesale sales team.
- Responsible for all aspects of brand development and marketing including: consumer research, brand identity, packaging, websites, social, POS, product displays, advertising, events, apparel development.
- Responsible for the collaborative development of Annual Marketing Plans including: product / brand portfolio strategies, state / brand specific marketing plans, budgets and measurement KPIs across all marketing activities.

2018-2023

- Six years client-side experience as a brand and retail marketing leader in the alternative, adult-use health and wellness category.

1997-2018

- 20 years experience in creative agencies working leading a variety of clients in categories such as travel and tourism, outdoor recreation, luxury automotive, behavior-change, and cause-related campaigns.

ACHIEVEMENTS

- Aided $6.4M in total sales and $191.4K unit sales for new vape brand in very crowded market; assumed position of fastest growing vape brand in Colorado in a 10 month period.
- Directed national retail campaigns that were featured in AdWeek on 3 occasions.
- Launched a portfolio of new cannabis brands across flower, preroll, concentrates, edible and vape categories.

EDUCATION

B.A., Journalism, Colorado State University

ORCA // KILLER CREATIVE

Jon Gelder

LinkedIn

PROFESSIONAL SUMMARY

Jon is a creative powerhouse with 30 years of experience solving marketing challenges with a fusion of creativity, strategy, and technological know-how. As the Founder and Chief Creative Officer of Orca Killer Creative, he's led a senior team of remote experts delivering high-impact branding, advertising, and digital experiences for clients ranging from small businesses to Fortune 100 giants. Jon thrives on collaboration, believes in working happily and living well, and has a deep-belly laugh you can hear two rooms away. He does right by his clients, keeps his team energized, and sparks the greatest ideas through conversations with smart people.

CORE EXPERIENCE

- Marketing & advertising
- Creative direction
- Art direction & graphic design
- Conceptual creative development
- Brand strategy
- Content strategy
- Brand development
- Campaign development
- Leadership & mentoring

WORK EXPERIENCE

June 2008-Present | Founder, Chief Creative Officer | Orca // Killer Creative

- Leads a senior team of creative professionals delivering brand, digital, and print marketing solutions.
- Develops brand platforms, marketing strategies, advertising campaigns, and marketing experiences.
- Oversees creative execution across digital, print, video, and experiential mediums.

2007-2008 | Creative Director | McCann+Erickson

- Directed creative strategy and execution across integrated campaigns for major tech and telecom brands.
- Managed client presentations, production oversight, and multi-channel creative development.

2005-2007 | Associate Creative Director | Vladimir Jones

- Led brand and advertising initiatives for tourism, healthcare, and luxury hospitality clients.
- Specialized in brand identity, advertising, print, and conceptual creative.

1995-2007 | Art Director, Associate Creative Director

- These formative years shaped me into the creative director and business leader I am today.
- Built a career in agencies both large and small, honing my creative philosophy: ideas are king.
- Great ideas can come from anywhere and aren't always tied to budget.

ACHIEVEMENTS

- Founded and led Orca Killer Creative for 17 years, building a senior team and delivering high-impact brand strategy, advertising, and digital marketing for startups to Fortune 100 companies.
- Multiple Best in Show awards and numerous Gold and Silver accolades for creative excellence.
- Developed and launched Smartwool's first major marketing campaign, increasing market share from 65% to 85% and expanding brand awareness of their socks, baselayer and outerwear lines.
- Managed a multi-million-dollar advertising budget for Verizon Wireless, leading global marketing campaigns across digital, print, broadcast, and experiential activations.
- Art Director on Colorado Tourism Office's "Big Words" campaign, securing their first-ever Times Square billboard.
- Served as a multiple-time judge for the AAF Award Show, recognizing top creative work at regional and district levels.
- Mentored and guest lectured aspiring creatives, fostering talent and shaping the next generation of creative leaders.
- Built and maintained a strong professional network, cultivating long-term relationships that continue to drive collaboration and business growth.

EDUCATION

A.A., Advertising Art Direction & Graphic Design, The Art Institute of Seattle

ORCA // KILLER CREATIVE

PROFESSIONAL SUMMARY

A seasoned creative director and storyteller, Beth specializes in copywriting, branding, content creation, strategy, mentoring, and anything that needs a nicely shaped narrative. She's produced award-winning work for Fortune 500 companies as well as small startups, nonprofits, and mid-sized businesses. She has a sharp eye for the human details that bring copy to life and enjoys every medium from traditional ads to scripts, web content, and editorial work. She has a knack for listening and turning the resulting insights into refined ideas. And she thrives on creative challenges. Her best solution to a tricky problem: taking a long walk in the woods.

Beth Lopez

LinkedIn

CORE EXPERIENCE

- Creative direction
- Marketing & advertising
- Brand strategy
- Content strategy
- Short-form copywriting
- Long-form content
- Communications & presentations
- Leadership & mentoring
- Proficient in Microsoft Office suite and G Suite
- Fluent in English & Spanish

WORK EXPERIENCE

2017-Present | Creative Director, Writer | Orca // Killer Creative

- Lead wordsmith for the agency, bridging between strategy and story.
- Creates website content, brand stories, brand anthem videos, traditional ads, digital campaigns, social media, email blasts and newsletters, and content strategy.
- Works across internal and client teams to synthesize the group's greatest ideas into powerful narratives that drive lasting impact.
- Applies a broad spectrum of experience in various business sectors, bringing the best of 20+ years of experience to enhance every project.

2013-2017 | Senior Copywriter, Writer at MRM-McCann

- Collaborated across teams to concept, design, write, and execute campaigns, apps, web content, and print collateral for national and global brands.
- Clients included Verizon, Panasonic, and the US Postal Service.
- Collaborated across teams and disciplines, gaining experience leading a team and enriching presentation skills.
- Headed up the agency's first formal pro bono program, in which we gave local Utah non-profits the firepower of a major ad agency.

2011-2013 | Senior Copywriter at Struck

- Joined a talented team to concept and write campaigns for brands of every size and type, both local and national.
- Created exceptional branding and advertising across every medium under the sun, including digital, print, outdoor, and video.
- Worked for a range of clients, including Ski Utah, Disney, The Grand America, Pro Bar, the Utah Office of Tourism, and Nickelodeon.

2007-2011 | Senior Writer & Editor at Backcountry.com

- Created and managed content in partnership with Backcountry's marketing department, writing team, and designers. Wrote in over 900 brand voices for brands carried by Backcountry and its several subsidiary websites, in addition to mastering Backcountry's own brand voice and carrying it across retailer-branded marketing copy.
- Began as a writer for the company's blog, Backcountry Beacon (now Backcountry Stories), and soon became head editor for the blog, overseeing the content calendar and editing a team of contributors' work.

COMMUNITY

- Vice President, Board of Directors, Nuzzles & Co. Pet Rescue and Adoption
- Member, Utah Women's Forum
- Volunteer, SheJumps
- Mentor, Color the Wasatch
- Co-Founder, Salt City Helpers
- Brand Ambassador, Arc'teryx, Gnarly Nutrition, Wasatch Backcountry Alliance

EDUCATION

Master of English Literature, University of Utah, Regent's College of London
Bachelor of English Literature, University of Utah, Regent's College of London, Universidad de San Luis, Madrid

ORCA // KILLER CREATIVE

Jess Vice

LinkedIn

PROFESSIONAL SUMMARY

Jess is a researcher and strategist, with more than 16 years in marketing, brand building, and tech. They love helping business owners answer questions about customers and competitors in order to make smarter decisions to grow their following. Whether it's rebuilding the technical backend of a massive direct sales platform or planning a marketing campaign series, Jess always works with people in mind - the people running the system, the people using the system, and the people engaging with the system. They are adept at building internal alignment, shared language, and safe spaces where every idea is welcome and considered.

CORE EXPERIENCE

- User experience (UX) best practices
- Customer research
- Mixed methods research
- Competitor, market, and industry research
- Brand strategy
- Product strategy
- Campaign / marketing strategy
- Brand development
- Leadership and mentoring
- Building UX and research practices and teams

WORK EXPERIENCE

2024-Present | Fractional UX Director | Orca // Killer Creative
- Guides best practices for UX and web deliverables, working closely with clients, design, and development
- Plans and executes research projects to inform project direction and client outcomes
- Builds strategies to guide brand direction and deliverable creation

2024-Present | Co-Founder, Research + Strategy Principle | Kit Research & Strategy
- Creates research-driven, outcome-focused content and campaign strategies
- Plans and executes research projects to inform project direction and client outcomes
- Builds strategies to guide brand presence, awareness, and perception
- Assists in developing project scopes, maintaining client communications and relationship, and strategic direction throughout projects

2024-Present | Senior Strategis | Right On
- Creates research-driven, outcome-focused content and campaign strategies
- Plans and executes research projects to inform project direction and client outcomes
- Builds strategies to guide brand presence, awareness, and perception
- Assists in developing project scopes, maintaining client communications and relationship, and strategic direction throughout projects

2021-2024 | Strategy Director | Struck
- Guided all research and strategy efforts for clients, from brand concept and development to website launch and campaign creation
- Lead a team of four strategists, offering expertise in UX, brand strategy, data strategy, and ad strategy
- Was known for speaking plainly, reading the room well, drawing clients in, and creating confident, compassionate connections across teams

COMMUNITY

- Member of the Board, Marketing Manager, UX Researchers' Guild
- Member of the Board of Directors, For Good Initiative
- Substitute Lecturer, University of Utah School of Design, Design Thinking Courses
- Co-host of Networking Mixers, Rosenfeld Media Events
- Cohort Facilitator, Advancing Research Conference
- Workshop Presenter, Cannes Lions Creative Festival 2023

EDUCATION

B.A., English-Writing, Gardner-Webb University

Terry Urruty

LinkedIn

PROFESSIONAL SUMMARY

Terry is a seasoned Art Director with a strong foundation in art direction and graphic design, specializing in branding, messaging, marketing communications. With years of experience refining brand identities, he has helped businesses drive growth, product adoption, and market share through strategic, visually compelling storytelling. His approach balances creativity with strategy, ensuring that every campaign is concept driven and results-focused. Terry believes that smart, thoughtful marketing isn't just about aesthetics—it's about building meaningful connections that elevate brands and create lasting impact.

CORE EXPERIENCE

- Creative direction
- Art direction & graphic design
- Conceptual creative development
- Brand strategy
- Brand development
- Campaign development

WORK EXPERIENCE

2024-Present | Senior Art Director | Orca // Killer Creative

- A specialist in conceptual and creative development
- Expertise in art direction and graphic design, crafting impactful work for Orca's clients.
- Senior creative team member with seasoned creative director experience.

2006 – 2024 | Associate Creative Director | McCann + Erickson

- Responsible for leading the conceptual development of brand stories and solutions for a portfolio of some of the largest national and global brands.
- Developed and transformed concepts into creative solutions resulting in an 89% increase in brand awareness, 200% increase in click through rates, and a 300% increase in site visits.
- Managed and directed multiple teams and projects, allocating resources according to project needs.
- Directed and designed creative marketing materials, ensuring brand identity and message consistency across all channels.

2001 – 2006 | Design Director | Franklin Covey

- Led design team to deliver design strategy that supported internal, brand-led business transformation.
- Collaborated with cross-functional teams to ensure seamless execution of projects and project timelines
- Managed team of designers and exceeded expectations to increase revenue through multiple channels.
- Developed and implemented design processes resulting in an increase in overall design efficiency.

1997– 2001 | Senior Art Director | Euro RSCG

Conceptualized, designed and developed visual solutions for a variety of B2B and B2C clients

- Collaborated with copywriters to create effective messaging and content.
- Developed style guides and design systems to ensure consistency across brand channels.
- Pioneered digital design, user experience, and marketing techniques.

COMMUNITY

- Trustee, Johnson County Library Board

EDUCATION

B.F.A., Advertising Design, Utah State University

Ashleigh Hughes

LinkedIn

PROFESSIONAL SUMMARY

Ashleigh is a Project Manager & Designer who merges creativity and efficiency to bring marketing strategies to life. She excels at orchestrating workflows, building collaborative relationships, and delivering polished, impactful designs on time and on budget. A great communicator with a keen eye for detail, Ashleigh ensures every project aligns with the overall vision and client needs. From branding and print production to responsive web design, she continuously refines processes and upholds rigorous quality control, making her a dependable partner in achieving exceptional results.

CORE EXPERIENCE

- Project management
- Branding & identity
- Print & production
- Responsive web design
- Quality assurance
- Cross-functional communication
- Client relations
- Resource allocation
- WordPress, Figma, Asana, Monday, Trello, Quickbooks

WORK EXPERIENCE

2024-Present | Project Manager & Designer | Orca // Killer Creative

- Oversees projects from planning to execution, ensuring timely, budget-conscious delivery.
- Incorporates approved branding, marketing, and communication strategies into final designs.
- Anticipates bottlenecks and manages changes to keep projects on track, within scope, and high quality.

2021 – Present | Project Coordinator & B2B Project Manager | Message Lab Media

- Oversees content lifecycle, coordinating writers, editors, and clients to meet deadlines and goals.
- Monitors resources, tracks hours, and aligns tasks with budgets to prevent scope creep and meet financial targets.
- Coordinates tasks for writers and editors, facilitating effective communication between clients and the team to deliver content on schedule.
- Identifies project bottlenecks and helps manage change requests to keep projects on track.

2021 – Present | Legal Assistant & In-House Designer | Latterell Law

- Supports legal team with document preparation, client communication, and in-depth research to streamline case workflows.
- Maintains detailed records and facilitates timely correspondence, contributing to enhanced office efficiency.
- Oversees project management for marketing tasks, including social media scheduling, website updates, branding, and digital media.
- Designs and updates brand assets for marketing materials, ensuring consistent and on-brand representation of the firm.

2015 – 2020 | Assistant Manager | The Peppermill Resort, Terrace Lounge

- Assisted in managing daily operations, supervised staff to ensure exceptional customer service and operational efficiency.
- Trained new employees, coordinated events to drive customer engagement and revenue growth.
- Coordinated band bookings based on local tourism calendars to enhance guest experiences and drive foot traffic.
- Collaborated with the banquet/events department to ensure adequate bar staffing for special events and resort functions.
- Interfaced with resort marketing teams to promote lounge events, contributing to overall brand awareness among guests.

COMMUNITY

- Board of Directors, Programs Director & Eastern Washington University Student Liaison, Spokane American Advertising Federation
- Volunteer, Odyssey Youth Center
- Vice President & Treasurer, SFCC Graphic Design Club

EDUCATION

Bachelor of Design, Visual Communication Design, Eastern Washington University
Associate in Applied Science, Graphic Design, Spokane Community College

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HELLO.
WE'RE ORCA.

Thank you for your thoughtful questions about our RFP submission. We've spent the past two weeks strategizing as a pod and rolling up our sleeves to provide the additional details you've requested.

FOLLOW-UP RESPONSE TO RFP DUE

Friday, March 21st, 2:00pm AKST

PROPOSER NAME/LOGO

ORCA // KILLER CREATIVE

With the information you shared, we're able to provide more surgical budget allocations and brainstormed additional ways to approach this work. It's important to note that while we don't have all of the answers at this point, we'll bring our creativity, our open minds and collective get-it-done attitude. As a hardy group of experienced marketing professionals, each of us wears multiple hats and steps in wherever and whenever support is needed. This approach would be on full display in our working relationship. We listen, we think, and we build for our clients. It would be a dream come true to use our collective superpowers to conscientiously promote Sitka.

1) The City and Borough of Sitka (CBS) would like to thank you for the proposal submitted by Orca //Killer Creative to our Request for Proposals (RFP) for Visit Sitka: Convention & Visitor Services. We very much appreciated the time, creativity, and passion put into your response. The CBS evaluation team has a few follow-up questions that we are seeking more information on before finalizing our review and determining next steps. Multiple references were made in your proposal about working, partnering, and collaborating with "the Visit Sitka team". As was identified in section A.1 of the RFP, CBS is seeking proposals from firms to operate Visit Sitka. Is it your understanding that if awarded this contract, your firm would be the Visit Sitka team?

→ **Orca Answer**

If awarded the contract, we understand that we would comprise the Visit Sitka team. While onboarding, we anticipate working closely with the existing Visit Sitka (Chamber) staff until their contract ends, key staff at the City and Borough of Sitka, including the incoming Sitka Tourism Manager, key stakeholders, business leaders, and Sitka residents.

2) What was envisioned by Orca // Killer Creative for the downtown visitor's center? CBS does not own or lease property that is currently designated for use as a visitor's center; leasing or owning such a space to operate the visitor's center would be required of the selected Proposer (or their subcontractor). Additionally, does your cost proposal for Visitor Services factor-in this cost? It would be helpful for us if you could identify potential locations you are considering, and would invite you to re-submit your proposal costs on this item if it was not previously factored-in.

→ **Orca Answer**

As the current visitor center is situated within the Chamber offices, we're considering the best and most economical ways to provide in-person assistance to visitors, both year-round in downtown Sitka, and seasonally at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal. In downtown, we're looking at properties with adequate and welcoming office space, easily accessible by visitors.

Potential locations for consideration:

- Renting the current Visit Sitka location from the Chamber
- Former Goldsmith Gallery Space (1st floor Bayview Building, across from Centennial parking/Crescent Harbor)
- Horan building (403 Lincoln next to Bayview)
- New Archangel Trading Company
- Troutte Center (329 Harbor Drive)
- Cathedral Arms (Lincoln Street, next to the church)

Orca Answer, continued

Additionally, we're considering non-traditional options:

- Sitka Mobile Visitor Center similar to those used by
- Bellevue, WA
- Detroit, MI
- Kent County, DE
- Oklahoma City, OK

- Tuff Shed on a Trailer

We are also considering reaching out to local retail businesses that we met during our research trip, such as the Alaska Pure Sea Salt Company, to inquire about leasing a portion of their space.

At Harrigan Centennial Hall and the Sitka Sound Cruise Terminal, we are looking into Mobile Information Centers.

A few examples we like include:

- Portable Information Booth
- Mobile Kiosk E-Bike
- Tradeshow Display
- Outdoor Freestanding Kiosk

(this would be in addition to, not in place of, a staffed option, and would provide information to visitors, particularly on busy days)

It is our assumption that Visit Sitka has branded tradeshow displays, table cloths, and portable station setups that would be passed along to the new contract holder.

We've begun building relationships with business owners at the Sitka Sound Cruise Terminal and at various locations on Lincoln Street, and would reach out to inquire about placing a mobile Visitor Information booth at the Terminal and at Harrigan Hall, and a permanent space in the downtown area.

3) It was clear from your Proposal that one of your team members has familiarity with, and familial ties to, Sitka. However, we were not able to get a sense of your knowledge and familiarity with the community as a whole, and more specifically, the visitor industry in Sitka and Southeast Alaska as required in RFP section D.4.b. Could you provide a short statement of your local knowledge as listed in the RFP?

→ **Orca Answer**

Thank you for the question about our familiarity with the community and the area tourism industry as a whole. It's correct that Orca partner and account lead, KK, has deep family ties and personal familiarity with Sitka; our founder and chief creative, Jon, has also spent time living and working in Alaska. Our additional leads, Beth and Terry, reside in mountain towns in the West where similar themes arise as those present in the Sitka travel landscape. Each of us have seen the importance of tourism to sustain local economies as well as its potential to upend and overcrowd our country's most special places. We understand firsthand the balance and thoughtfulness that needs to go into matters of tourism, rising costs of living for locals, shortages in workforce and available lodging, and honoring Native residents while welcoming non-Native residents and visitors.

Sitka

A peaceful and close-knit, yet isolated community, Sitka has a heartbeat of its own. Many locals value the tranquility and strong sense of community that Sitka offers. Sitka is experiencing some growing pains, including social pains, and it's important to Sitka residents that visitors take note of and respect their local customs and way of life.

Sitka is considered the cultural center of Southeast Alaska.

The oldest town on the West Coast, Sitka was the center of the fur trade, an important diplomatic point, and (still is) a leader in culture and the arts.

Tourism plays a significant role in, and is a vital contributor to Sitka's economy.

This means that many of Sitka's residents make their living in the tourism industry. Importantly, some residents are concerned with the impacts of tourism–specifically the recent influx of visitors, including overcrowding, environmental impacts, and the loss of Sitka's character during peak season. While tourism is critical to Sitka's economic health, even in a year with fewer visitors, it can be difficult for Sitka business owners to adequately staff for the tourist season.

Sitka is tough to beat in terms of its stunning natural beauty and rich cultural heritage. The isolated community has fewer amenities that many visitors have come to expect when traveling. From the unconnected road system leading to a downtown overwhelmed with visitors, a lack of beds for rent, and finding a public restroom while visiting, frustrations have been voiced from residents and visitors alike. And yet, it's one of the most special places on the planet.

Sitka & Southeast Alaska

While we think Sitka is extra special, there are many ports of call in Southeast Alaska that compete for tourism dollars, particularly from large cruise ship passengers. Of course, cruise tourism is not the only driver for visitors (air, sport charter, smaller cruise/yacht vessels, friends/family, Fine Arts Camp, Sitka Summer Music Festival, special events and conventions), large cruise travel is the most efficient at delivering volume for the least amount of time, and largely keeps the footprint in hardened areas of the community.

Orca Answer, continued

While the independent traveler is an important visitor to Sitka (as they spend money in town, on lodging, meals, excursions, activities, and souvenirs that the cruise ship tourist may not spend), Sitka currently lacks an adequate number of available beds to offer the independent traveler. Between the Westmark Sitka Hotel (formerly the Shee Atiká), Aspen Suites, Westmark, the Wyndham Super 8, the Sitka Hotel, and smaller lodges, bed and breakfasts, and AirBnB/VRBO, bed space tends to book well in advance of the start of the season.

Our intention is to mindfully account for the situation's nuances and offer exceptional value to Sitka's residents and stakeholders in striking the right complex balance points to ensure long-term stability, growth, and preservation.

4) The relevant work experiences highlighted on page 7 of your Proposal speak to state- or regional-level services, projects, programs, or initiatives that do not quite reflect the size scope of services requested by CBS in the RFP (see section D.4.c). Can you provide examples of work experience that more closely match the size/scale of Sitka's visitor industry? Additionally, can you provide any examples of relevant experience with destination management and/or overseeing destination management services? Relevant Work Experience and References. Identify the unique experiences, abilities, and perspectives the Proposer will bring to Visit Sitka operations. Include a narrative of services, projects, programs, or initiatives within the last five (5) years that demonstrate the Proposer's experience with services of similar scope and size to those described by this RFP.

Orca Answer

The Utah, Idaho, and Colorado work samples we shared in our initial response had large media budgets, but small creative and production budgets. We believe big ideas don't have to be expensive, and we have deep experience in doing more with less. This is where our love for problem-solving in real-time becomes important, and our roll-up-our-sleeves attitude, beneficial.

You'll find additional destination marketing work samples at this link. These are smaller scale projects that align more closely with Visit Sitka. Our experience with Deer Valley, Colorado Springs CVB, Colorado State Fair, and similar destinations speaks directly to what we believe Visit Sitka needs. Paired with Kristin's deeply personal connection to Sitka, and through the lens of Orca's destination marketing expertise, we understand and are passionate about the success of Sitka–as a destination for travelers and as a unique way of life for residents.

In fact, we've developed a conceptual creative campaign to showcase our vision for marketing Visit Sitka—targeting solo travelers, meetings and events, couples, and smaller groups that don't arrive by cruise ship, while also crafting messaging tailored for those who do. In addition, we've developed a locals campaign that we believe could spark important conversations.

While we are a creative agency, not specifically a DMO, we work closely with our clients to ensure their success, and dig in to understand and influence the factors beyond marketing that drive success.

5) Your Proposal highlighted the many skills, experiences, and qualifications of team members at Orca //Killer Creative. However, it was difficult for us to understand how work under the Visit Sitka contract would be performed/assigned by the various team members (see RFP section D.4.f); additional detail is requested. Given that a significant proportion of the services listed in the RFP would be performed by a subcontractor under your Proposal, please identify which team member(s) will be responsible for overseeing the duties and performance of subcontractors and highlight your staff's experience in providing such oversight.

→ **Orca Answer**

In addition to being partners in Orca, Kristin and Jon are "player/coaches." We like to get our hands dirty and are involved in every aspect of our clients' businesses. More than simply assigning tasks to others, we not only know how to do the work, as a small, tight-knit team, we prefer it. Kristin has nearly 30 years experience, mostly at small companies (25 people or less), where she led brand marketing efforts, business development, and cultivated relationships that remain to this day. She has 20+ years experience managing people, from direct reports to partners, vendors, and suppliers.

Kristin | would oversee the following subcontracted Core Services:

Visitor Services

Visitor Center staff hiring, scheduling, supervision, and management for the year-round, staffed Visitor Center, and the seasonally operated visitor information desks at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal; CBS Tourism Commission Liaison.

And the following subcontracted Optional Services:

Hiring, scheduling, supervision, and management of staff coordinating public access to restrooms in the Visitor Center, management of Lincoln Street Closures, and pedestrian safety in downtown corridor. Hire and supervise event planner/manager.

Jon | would oversee all creative marketing efforts ensuring a strong brand presence through:

Creative Direction & Asset Development

Managing photography, video, design, and illustration branding to enhance Sitka's tourism appeal.

Production & Execution

Oversight of printing, advertising, and marketing collateral to maintain quality and brand consistency.

Strategic Storytelling

Shape messaging that connects Sitka's unique experience with visitors in an authentic, engaging way.

Together, Kristin and Jon and the entire Orca team bring a blend of operations, marketing, and hands-on leadership, ensuring Sitka's tourism strategy is not just managed but elevated.

6) In your Proposal, a significant number of core services are planned to be subcontracted. Can you provide any insights on your approach to securing subcontractors or any leads that you've identified thus far? As most of the core services you've identified for subcontracting require a physical presence in Sitka, what level of confidence do you currently have that there are interested and capable subcontractors to perform these functions? Additionally, what level of confidence do you currently have that your cost proposal for these subcontracted services will be sufficient/acceptable to subcontractors?

→ **Orca Answer**

We believe finding the right staff is paramount to the success of Visit Sitka. The budgets specified for the Core Services that would be subcontracted are based on the following formulas:

Operation of a year-round, staffed Visitor's Center in downtown Sitka to provide in-person assistance to visitors.

We propose hiring 1 full-time, year-round employee and 1 part-time year-round employee for the downtown Visitor's Center. The proposed budget for these positions is $80,000. This is based on research into pay for similar jobs in Sitka.

Seasonally operated visitor information desks at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal, between April and September (6 months):

- One full-time employee to manage seasonal staff: scheduling, supervising, filling in where needed, reviewing and approving timesheets.
    - Hourly rate of $35×40 hours/week
    - $~35,000 April-September

- Ten seasonal employees to provide visitor assistance at the Terminal and Harrigan Hall.
    - Hourly rate of $20×40 hours/week
    - Proposed budget of $100,000

We'll need clarity on the City's expectations of number of staff at the various satellite visitor information areas. Our understanding is at Harrigan there may be 2-3 staff for the entire cruise call. Is it mandatory for staff to be at Harrigan all day, regardless of port of call length? Sitka Sound Cruise Terminal would need at least 2, perhaps more due to staggered arrival times.

If awarded the business, we would immediately begin recruiting for these critical positions, using our local network, social media, job boards, and seeking potential interested applicants via contacts from the City of Sitka and the Chamber. We have also discussed recruiting seasonal help by casting a wider net through Alaska and the Pacific Northwest.

We understand that in addition to recruiting and hiring qualified seasonal and year-round staff members, accommodations can be difficult to secure in Sitka, particularly in the summer months. An idea we're considering is renting a trailer or an RV that is parked at a campsite such as Sawmill Creek Campground, Sealing Cove RV Park, Sitka Sportsman's Association RV Park & Campsite, Starrigavan Recreation Area.

7) Budget for Core Services: Your budget narrative for core services, highlighted additional information needs to more accurately budget. We agree that the budget can be firmed-up in negotiations, but we wanted to provide you with some of the information requested and ask for a few clarifications. You are welcome to resubmit any of your cost proposal items in light of the additional information/ clarification requests.

a) Current contractor for Visit Sitka have been attached for your reference. These highlight previous expected expenditures for marketing activities, printed media, and provide a summary of currently collected, analyzed, and reported data.

FY25: Total funding approved = $575,000
FY24: Total funding approved = $525,000

➔ **Orca Answer (a)**
Thank you for providing this additional detail; our budget has been updated to reflect these learnings.

(b) Annual visitor's guide: Did the cost proposal for the annual visitor's guide reflect the cost to CBS net of potential revenue streams from advertising and distribution? A copy of associated advertising fees as distributed by the current Visit Sitka contractor is attached for your reference.

➔ **Orca Answer (b)**
We appreciate you sharing the advertising and distribution fees associated with the Official Visitor's Guide. While our initial proposal did not reflect potential revenue streams from advertising and distribution, according to our rough calculations, revenue generated from the 2024-2025 Guide was upwards of $160,000*. If this is correct, this does change our initial budget allocation. The revenue generated from paid advertising in the Official Visitor's Guide may cover a large portion of the cost of printing, shipping, distribution, storage, and postage for the guide and other printed collateral (attractions map, trade show brochure, hiking guide, biking guide).

*2024-2025 Official Visitor's Guide paid advertising (assumed). Does not include directory upgrades or partner opportunities; does not reflect any in-kind advertising, reflects gross revenue but not cost of goods or other expenses:

- inside cover ad: 1 @ $8,000
- full page ad: 2 @ $6,000
- page vertical or box ad: 11 @ $2,000
- 1/2 page horizontal ad: 4 @ 3,500
- page vertical or horizontal: 19 @ $1,100
- 1/12 page box: 9 @ $600
- 2-4 page feature story: 6 @ $8,500
- 1 page feature story: 6 @ $6,000

Total: $167,500

We have additional ideas for revenue streams for Visit Sitka and its members. If awarded the contract, would we retain the current membership of Visit Sitka? We understand that many are also Chamber members with combined memberships. If the City maintains that Visit Sitka must provide a free basic listing to all tourism businesses, members may be less likely to pay for an enhanced listing, or for advertising in the guide. This could be where our additional ideas come into effect.

As the ads are flat rate where ad space cost doesn't fluctuate based on circulation, we'll need to strategically consider the guide size, page count, paper stock, alternate (digital) versions, shipping, storage, and mailing costs. We've also considered reformatting the guide to a slightly smaller size, which would likely mean a decrease in what we would charge per ad.

c) Management of the Visit Sitka brand: CBS expects a light-lift for brand management to primarily include maintaining logos, fonts, and brand color palettes for use in publishing/advertising, reports, and signage. No significant overhaul of branding elements is expected in the near future.

→ **Orca Answer (c)**
The current brand assets for Visit Sitka are on trend and modern, and reflect the wonder of Sitka. We would not only maintain, but maximize the assets as part of our creative approach. The budget allocated for this line-item has been updated to reflect this, and to consider an asset management platform, such as Brand Folder.

d) TBMP: As described in Appendix A: Scope of Services (2.b), it is not envisioned that the Visit Sitka contractor would be creating the program, but rather managing it. Part of the program has been previously operated (a community feedback line), but other examples included in scope of service 2.b would be new functions of Visit Sitka.

→ **Orca Answer (d)**
Understood and acknowledged. This service would be managed by Visit Sitka, and includes more administrative and coordination tasks such as maintaining the list of program members and their status, issue program member identification and collateral, operate a community feedback line (phone and email), communicate community feedback to program members, ensure program member compliance, take appropriate steps for compliance/enforcement as defined under program standards/provisions, and annually review the above with the CBS Tourism Commission, and implement changes/additions from review for upcoming program year.

e) CBS Tourism Commission Liaison: It will be important that the liaison has a local presence, and availability for monthly meetings and potential additional meetings/work sessions; we wanted to clarify that we expect this time commitment to be 3-6 hours per month. This role will serve as a vital link between the community and Visit Sitka – have you identified a person/subcontractor who can fulfill this role? What were your hours/time commitment assumptions for this service in your cost proposal?

→ **Orca Answer (e)**
Our plan is this hire would not only serve as the CBS Tourism Commission Liaison, they would also manage the TMBP program. We have identified an individual with relevant experience who we think would be a great fit, and on contract approval, would formally create descriptions for all positions, post the jobs, and begin the recruiting and interview process.

8) Optional Services (please note, these are not required elements of the RFP do not affect your scoring/eligibility for potential contract award):

→ **Orca Answer**
While we've put significant thought into the logistics and associated budgets to manage the Optional Services, at this time, we've come to realize these services are better suited for someone hyper-local to Sitka. Therefore, we request to be removed from consideration for the Optional Services.

// KILLER CREATIVE

Visit Sitka | Destination Marketing & Management | Revised Proposal

Prepared for: Amy Ainslie, Planning & Community Development Director
City and Borough of Sitka

Dear Amy,

Following please find an overview of our updated budget proposal for Visit Sitka Destination Marketing & Management services. The revisions are based on our conversation from April 30th, and take into account the various factors that we discussed, specifically, that using our expertise, we will make recommendations that align with the budget, strategic priorities, community values, and measurable outcomes.

Our approach includes analyzing historical performance data, stakeholder input, and current industry trends to ensure resources are allocated where they will have the greatest impact. We will prioritize initiatives that enhance visitor experience, support local businesses, and strengthen Sitka's brand identity, while ensuring fiscal responsibility and compliance with funding requirements.

Destination Marketing $275,000 | $825,000

The proposed budget for Destination Marketing supports a range of services aimed at achieving the visitor marketing goals of the City and Borough of Sitka (CBS). This includes the development, implementation, and ongoing maintenance of a comprehensive three-year marketing plan. The plan will be created in coordination with the CBS Tourism Commission, with regular annual reviews to ensure continued alignment with community goals.

Efforts to promote visitation to Sitka will be executed across various platforms, such as the official Visit Sitka website, online advertising, social media campaigns, SEO efforts, print media, video distribution, and participation in trade shows. We will also host media and industry representatives as part of promotional efforts.

An annual visitor's guide will be designed and published, with opportunities to offset production costs through advertising revenue and distribution fees. Additionally, CBS venues such as Harrigan Centennial Hall will be actively promoted for meetings, conventions, and special events. Finally, we'll also maintain a local business directory and manage the Visit Sitka brand, including overseeing a digital asset management system.

Destination Management $307,500 | $922,500
This budget covers year-round visitor services, including staffing and operating a downtown Visitor's Center, as well as seasonal information desks at Harrigan Centennial Hall and the Sitka Sound Cruise Terminal. A variety of printed and digital resources—including brochures, maps, and guides—will be produced and distributed at these locations, as well as at ports of entry such as the Rocky Gutierrez Airport, ferry terminal, and O'Connell Bridge lightering dock, and online via the Visit Sitka website.

Collaboration with CBS on wayfinding and signage initiatives is also covered under this budget item.

Additionally, we will manage the TBMP program, maintaining the member list, distributing identification and collateral, operating a feedback line, and handling enforcement and compliance. An annual review of TBMP standards, in coordination with the CBS Tourism Commission, will ensure the program evolves to meet community and visitor needs.

Other duties under this section include managing and disseminating the cruise ship calendar, communicating street closures related to tourism, and serving as an ex-officio liaison to the CBS Tourism Commission. A Visit Sitka representative will attend meetings, contribute technical expertise, support research and data collection, and prepare reports and presentations as needed.

Meeting, Convention, and Event Services $35,000 | $105,000
To support meetings and events that bring visitors to Sitka, as the selected contractor we will assist organizers with planning, venue selection, vendor coordination, and production of printed materials. We will also distribute information about available community support services and create welcome folders and signage for delegates. After events, we'll follow up with organizers, venues, and service providers to ensure satisfaction and gather feedback.

Reporting $56,250 | $168,750
Comprehensive reporting on destination marketing and management key performance indicators (KPIs) will be provided to CBS. These metrics may include visitation numbers broken down by travel mode, data on convention activity at Harrigan Centennial Hall, social media engagement statistics, SEO metrics, local business participation in advertising services, visitor counts at the Visitor's Center,

distribution figures for printed and digital maps, TBMP compliance reports, and seasonal survey results. Reports will be provided quarterly, with an annual summary report included.

In addition, we will track and report cruise-related expenditures and demonstrate a system for allocating costs appropriately among funding sources, including Commercial Vessel Passenger Excise Taxes and Visitor Enhancement Funding. Economic data collection and analysis will be performed through intercept surveys and collaboration with local businesses to monitor spending trends, with findings reported annually.

Membership Dues -$20,000* | -$60,000*
Collected membership dues from Visit Sitka members will be deducted from the overall budget as a top-line reduction, commensurate to the revenue generated. Based on Visit Sitka splitting from the Chamber, we estimate collecting approximately half of the most recent membership fees.
*estimates based on latest annual revenue generated from membership dues, and future anticipated revenue generated from membership dues.

Total Budget $653,750 | $1,962,250
The total proposed annual budget for all services is $653,750, within the context of a broader, 3-year program budget of $1,962,250.

You'll find a detailed budget breakdown here.

Thank you,

Kristin Kidd & Jon Gelder
Orca // Killer Creative

VISIT SITKA RFP
APPENDIX B: PROPOSAL COST TEMPLATE FOR CORE SERVICES
12 Month Budget with Notes

Company Name: Orca // Killer Creative

Cost Proposal	CORE SERVICES				
	Fill in yellow cells with cost to provide Core Services over the 3-year contract term as described in Appendix A: Scope of Services		Revised		Previous
Destination Marketing		$	275,000.00	$	340,000.00
1a	Marketing Plan [2]	$	10,000.00	$	10,000.00
1b	Promoting Sitka [3]	$	200,000.00	$	250,000.00
1c	Annual visitor's guide [4]	$	25,000.00	$	25,000.00
1d	Promotion of CBS venues and services for meetings/conventions/events [5]	$	15,000.00	$	15,000.00
1e	Local business directory [6]	$	5,000.00	$	5,000.00
1f	Management of Visit Sitka brand [7]	$	20,000.00	$	35,000.00
Destination Management		$	307,500.00	$	322,500.00
2a	Visitor services [8]	$	267,500.00	$	267,500.00
2b	Management of TBMP [1]	$	15,000.00	$	15,000.00
2c	Cruise ship calendar [9]	$	7,500.00	$	7,500.00
2d	Street closure communications [10]	$	7,500.00	$	7,500.00
2e	CBS Tourism Commission liaison [11]	$	10,000.00	$	25,000.00
Meeting, Convention, and Event Services		$	35,000.00	$	52,500.00
3a	Assist groups with conference planning [12]	$	12,500.00	$	17,500.00
3b	Provide information on all support services offered in community [13]	$	7,500.00	$	10,000.00
3c	Create and distribute convention welcome materials [14]	$	7,500.00	$	12,500.00
3d	Follow-up and customer satisfaction [15]	$	7,500.00	$	12,500.00
Reporting		$	56,250.00	$	83,500.00
4a	KPI reporting [16]	$	25,000.00	$	45,000.00
4b	Tracking and reporting of cruise-related expenditures [17]	$	13,750.00	$	21,000.00
4c	Economic data collection and analysis [18]	$	17,500.00	$	17,500.00
Membership Dues		$	(20,000.00)	$	-
	Membership Dues [19]	$	(20,000.00)		-
Total cost		$	653,750.00	$	798,500.00

315 Lincoln Street, Ste. 300
Sitka, Alaska 99835
Tel (907) 747-3534
Fax (907) 747-5727

www.sheeatika.com

May 29, 2025

Sitka & Borough of Sitka Assembly:

Good afternoon,

Thank you, Assembly members and guests. Shee Atiká is the Alaska Native Corporation representing 3,500 Alaska Native shareholders, many of whom live in Sitka, AK.

We have serious concerns about the proposed contractor for the Visit Sitka contract, Orca // Killer Creative, and urge the Assembly to pause this process and seek a local solution. Moving forward with this contractor would be a misstep for Sitka's tourism future and a disservice to our community.

The proposal itself is deeply flawed and shows they have no real understanding of Sitka as a destination. This proposal includes inaccurate assumptions about available facilities, vague budgeting that does not align with Sitka's actual costs and was created without any meaningful community engagement. This is not a plan grounded in local knowledge or readiness. This is a marketing pitch, not a management solution.

It is apparent from the RFP response that Orca is not qualified to manage visitor services. They are a marketing agency that creates advertising and brand imagery, not a destination management organization. Some of the primary functions of this contract include operating a visitor center, managing tourism infrastructure, and leading community-based tourism strategies. Their proposal confirms they have no experience in these areas, and they plan to subcontract to fulfill the majority of these core functions. However, they have no clear local partnerships or operational plan in place. If we are going to hire a creative marketing agency, we should hire Element - the agency that has been partnering with Visit Sitka for the last seven years, has locally-based employees, helped facilitate Visit Sitka's 3-year Marketing Plan, and understands Sitka's brand, image, voice, and future.

Additionally, we have significant cultural concerns that we cannot ignore. Cultural respect is essential, especially in a place like Sheet'ká. In this proposal, Orca's founder has used imagery and icons that mimic Alaska Native and Northwest Coast formline design but appears to be created by non-Indigenous artists. It is apparent that this company has no real understanding of intellectual property rights and the deeply rooted significance that Indigenous art has for our people.

Finally, Orca // Killer Creative is based in Washington. This means a significant amount of our public dollars would be unnecessarily moved out of our community and out of our state.

Again, we urge the Assembly to slow down, reassess, and only move forward once you find the right fit. Do not just accept the only respondent. That does not make any business sense. Please reassess the process and look more closely at local options and partnerships. There are capable, committed professionals in Sitka who are willing to help manage destination marketing and visitor services on an interim basis while we work toward a long-term solution. Even if Visit Sitka services were paused until the fall, it would be more desirable than defaulting to an out-of-state vendor who was the only RFP respondent.

Shee Atiká

315 Lincoln Street, Ste. 300
Sitka, Alaska 99835
Tel (907) 747-3534
Fax (907) 747-5727

www.sheeatika.com

We understand that you are in a tough position right now and that you all want to do what is right for Sitka. Let us work together to ensure the success of Visit Sitka going forward. Rushing into this and choosing the wrong organization has the potential to set back all the progress that Visit Sitka has made over the last decade under the leadership of the Greater Sitka Chamber of Commerce. Please, let us slow down and make sure we do this right.

Respectfully,

Tonia Puletau-Lang, Tourism Director

Ptarmica Garnick, Chief Administrative Officer

CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator

From: Amy Ainslie, Planning & Community Development Director

Date: May 21, 2025

Subject: Downtown Street Closures & Operations for 2025

For the last three summers, CBS has closed Lincoln Street between Lake Street and Katlian Street during larger cruise ship days in accordance with the Short-Term Tourism Plan (STTP). For the majority of this time, the closures were triggered when there were 5,000 or more passengers scheduled to be in town, and the street was closed from 10AM – 4PM.

As was reported to the Assembly at their April 8th meeting, CBS did not do any cruise-related street closures or place temporary restrooms on Lincoln Street for the month of May on a trial-basis. As of the drafting of this memo, Sitka has experienced 8 days with over 5,000 cruise passengers this season.

The Planning Department has received about a dozen public comments regarding the street closures thus far. With the exception of one, all others voiced support for the street closures. Most comments included multiple topics; almost all touched on pedestrian/traffic safety issues (overcrowding leading people to walk in street, jaywalking, visibility issues, accessibility), three comments requested the temporary restrooms to be placed, and half included a preference for the aesthetic/atmosphere created by the street closures.

<u>Considerations for Street Closures</u>

Planning staff have observed Lincoln Street and the downtown area over the last three weeks and found the following:

- Concerns regarding visibility, congestion, and jaywalking were observed/noted. The area around St. Michael's cathedral including the roundabout is of most concern due to the narrow streets/sidewalk and visitors wishing to take photos of the church.
- It does appear that some of the mitigation measures including staggering of ship arrivals and more steady flow of cruise terminal shuttles coming into town are

helping to curb the “surge” of visitors into the downtown area as observed in previous years.
- The alteration of the intersection at Lake/Lincoln/Harbor Drive (having a dedicated left-turn lane from Lake Street onto Lincoln and a single lane for thru and right turn movements) is more efficient when Lincoln Street is closed.
- Parking along Lincoln Street is being utilized, with a rough estimate of 50-80% utilization during larger cruise days.
- Positions for crossing guards/pedestrian safety attendants have been open – recruiting for these positions has been challenging but may improve as the school-year ends.

Potential options moving forward include:

- Reinstating the street closures beginning in early-mid June (Public Works staff are working to finalize the AK DOT/PF street closure application materials needed if street closures are reinstated). Approximate threshold analysis assuming closures begin the second week of June:
    - 5,000: 44 closures for the season, averaging 3 per week
    - 6,000: 35 closures for the season, averaging 2.3 per week
    - 6,500: 15 closures for the season, averaging 1 per week
    - 7,000: 9 closures for the season, averaging 0.6 per week
- Continue to trial not closing Lincoln Street for the month of June, or for the remainder of the season (with a reassessment at the end of the season to determine options for 2026) and:
    - See if recruitment on crossing guards/pedestrian safety attendants picks up as the school-year ends
    - Assess striping on Lincoln Street to potentially reduce parking and increase visibility particularly near crosswalks and intersections
    - Trial temporary speed bumps particularly around the St. Michaels roundabout

Considerations for Temporary Restrooms

In 2023 and 2024, a temporary restroom facility was placed on Lincoln Street in the parking lane near the **Barracks Street** intersection. This location is ideal because there is power available for the unit here, and CBS service vehicles can utilize the closed portion of Barracks Street to park and get personnel and cleaning equipment to the unit quickly. However, this location only works (and the unit can only be open) when the street is closed because the access stairs impede slightly into the driving lane.

The only other viable location is the top of **Maksoutoff Street**. This location is ideal because it is wide and level enough to place two units side-by-side; in the summer of 2022, CBS did this and placed a standard sized unit as well as the smaller unit that is ADA accessible and has a family/unisex restroom as well. Placement of the smaller unit downtown is particularly challenging due to the extent of the access ramp. This location also allows the restrooms to be open/used on non Lincoln Street closure days. However, this placement requires that Maksoutoff Street be closed – vehicles cannot turn off of Lincoln Street on to Maksoutoff Street nor turn from Harbor Drive on to

Maksoutoff Street to access Lincoln Street. But, the exit driveway from the Wells Fargo parking on to Maksoutoff Street is able to remain open and vehicles can turn left on to Maksoutoff Street to access Harbor Drive. Community feedback in the End of Season survey in 2022 was split evenly for and against this location. The Tourism Commission at their April 10th meeting recommended use of the Maksoutoff Street location for temporary restrooms.

Potential Closure Point	# of Days	Avg Closures Per Week
5000+	62	3.1
6000+	48	2.4
6500+	21	1.1
7000+	14	0.7
7500+	6	0.3

CRUISE LINE AGENICES OF ALASKA

CRUISE SHIP CALENDAR FOR 2025

1/21/2025

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DATE	27-Apr	28-Apr	29-Apr	30-Apr	1-May	2-May	3-May
PAX	0	0	4234	0	1848	0	0
DATE	4-May	5-May	6-May	7-May	8-May	9-May	10-May
PAX	0	5662	3314	5186	6022	6232	850
DATE	11-May	12-May	13-May	14-May	15-May	16-May	17-May
PAX	0	6612	7493	7214	1848	2600	0
DATE	18-May	19-May	20-May	21-May	22-May	23-May	24-May
PAX	8354	7115	4243	6284	1908	5454	100
DATE	25-May	26-May	27-May	28-May	29-May	30-May	31-May
PAX	1350	6162	7210	2804	6028	0	0
DATE	1-Jun	2-Jun	3-Jun	4-Jun	5-Jun	6-Jun	7-Jun
PAX	4180	5992	5796	6284	6022	2710	100
DATE	8-Jun	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun
PAX	2192	6785	3030	8192	7256	0	0
DATE	15-Jun	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun
PAX	6182	5712	5796	6284	2092	750	100
DATE	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun
PAX	160	7715	6274	4106	5640	0	0
DATE	29-Jun	30-Jun	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul
PAX	4180	6112	4926	6284	5424	750	100
DATE	6-Jul	7-Jul	8-Jul	9-Jul	10-Jul	11-Jul	12-Jul
PAX	100	7715	2100	6284	6022	60	60
DATE	13-Jul	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul	19-Jul
PAX	7510	6432	4866	7214	3940	750	1030
DATE	20-Jul	21-Jul	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul
PAX	630	6845	6274	4196	7278	1950	0
DATE	27-Jul	28-Jul	29-Jul	30-Jul	31-Jul	1-Aug	2-Aug
PAX	5110	5712	4866	6284	4174	810	1960
DATE	3-Aug	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	9-Aug
PAX	100	6785	3350	6284	6022	3022	0
DATE	10-Aug	11-Aug	12-Aug	13-Aug	14-Aug	15-Aug	16-Aug
PAX	4240	6432	4866	6284	3940	750	1030
DATE	17-Aug	18-Aug	19-Aug	20-Aug	21-Aug	22-Aug	23-Aug
PAX	100	6785	6274	2104	6088	1860	2092
DATE	24-Aug	25-Aug	26-Aug	27-Aug	28-Aug	29-Aug	30-Aug
PAX	4180	5204	4866	6278	5860	0	160
DATE	31-Aug	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep	6-Sep
PAX	160	6785	6280	8132	1250	3022	0
DATE	7-Sep	8-Sep	9-Sep	10-Sep	11-Sep	12-Sep	13-Sep
PAX	6780	4454	4926	6284	930	4924	930
DATE	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	20-Sep
PAX	100	5877	6152	7214	2376	3082	3150
DATE	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
PAX	1780	4216	4180	2554	4174	0	0
DATE	21-Sep	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
PAX	1787	4216	4180	2554	4174	0	0
DATE	28-Sep	29-Sep	30-Sep	1-Oct	2-Oct	3-Oct	4-Oct
PAX	0	0	4180	2104	0	0	0

CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: John Leach, Municipal Administrator

Date: October 14, 2024

Subject: Negotiated Agreement between the City and Borough of Sika (CBS) and Sitka Sound Cruise Terminal (SSCT)

Background

On May 16, 2024, the Assembly adopted the Tourism Task Force Recommendations at a Special Meeting. The Assembly further directed the Administrator the prepare an Action Plan for the recommendations that would return to the Assembly for their consideration at their June 25, 2024, regular meeting, however that action was postposed until the July 9, 2024, regular meeting. At the July 9, 2024 regular meeting, the Assembly adopted the Action Plan as presented.

Analysis

Recommendations 1 – 5 from the Tourism Task Force generated Action Item 1A, which states "Direct the Municipal Administrator to negotiate preliminary terms for an agreement the achieves the goals for levels of tourism as identified in the Task Force recommendations under Directive #1. Final approval of the agreement and terms by the Assembly"

Enclosed is a draft negotiated agreement between the CBS and SSCT for Assembly consideration. This agreement is intended to address Recommendations 1-5 from the Tourism Task Force as directed by the Assembly under Directive #1. Below are the recommendations and subsequent action explained.

1. **Pursue mutual agreements with the industry.** The attached draft agreement achieves this objective. By entering into a mutual agreement with SSCT rather than with individual cruise lines, the CBS and SSCT can work collaboratively to ensure defined use of their facilities. Put simply, as owners of our respective facilities, we can set limits and restrictions as necessary to meet facility usage limits. SSCT has the ability to control their facility usage through their own private Berthing Policy.

2. **Flatten the curve.** By entering into this negotiated agreement, the growth curve will

be flattened by setting daily limits not to exceed 7,000 passengers on high passenger days. The Tourism Task Force report indicated a community "sweet spot" of between 5,000 and 7,000 daily passengers based on lower berth capacity. This is outlined in Section 1.A. of the draft agreement.

3. **Take out the peak.** This recommendation is similar to recommendation 2 above and is addressed in Section 1.A of the attached agreement.

4. **Designated quiet days.** Section 1.A.(3) of the draft agreement outlines a "quiet day" that aligns with the SSCT Berthing Policy. That day is currently identified as Saturday, and CBS and SSCT must meet and confer to accommodate any changes to a scheduled quiet day. Such a change must be mutually acceptable to both parties.

5. **Shorten the length of the season.** Section 1.A.(4) of the draft agreement outlines that the CBS will not allow any cruise ship with a lower birth capacity of greater than 1,000 passengers to tender to and CBS-owned facility during the months of April and October.

An important factor to be aware of is that the 2025 cruise calendar has already been populated and cruises have already been placed up for sale by the cruise companies. The CBS and SSCT will work collaboratively with the cruise companies to address any conflicts with this agreement, if approved.

A legal review of this draft agreement was completed by both CBS and SSCT with no legal concerns noted.

Fiscal Note

There are no additional costs associated with this draft negotiated agreement. However, there is an opportunity cost of implementing this agreement due to the potential lost revenue to the CBS from the restriction of cruise ships over 1,000 passengers, based on lower berth capacity, being permitted to tender to CBS-owned facilities under certain conditions as outlined in the negotiated agreement.

Recommendation

Direct the Municipal Administrator to execute the draft negotiated agreement with SSCT to go into effect immediately, with the commencement of the 2025 cruise season.

Encl: Draft Negotiated Agreement between CBS and SSCT

MEMORANDUM OF UNDERSTANDING

between the

CITY AND BOROUGH OF SITKA

and the

SITKA DOCK COMPANY, LLC

This Memorandum of Understanding ("**MOU**") is entered into by and between the City and Borough of Sitka ("CBS") and the Sitka Dock Company, LLC, an Alaska limited liability company ("**SDC**"), sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." The purpose of this MOU is to establish and define the agreed upon purposes, intentions, and expectations between the Parties with respect to the operation of their respective facilities to support the sustainability of cruise tourism in Sitka, Alaska.

Recitals

A. The CBS is a home rule municipality, organized and operating under the laws of the State of Alaska; and
B. The Sitka Sound Cruise Terminal ("**SSCT**") is a cruise ship port facility privately owned by SDC, established in 2020 as the cruise gateway to Sitka, Alaska, with a mission to provide travelers with the opportunity to experience the outdoors, the beauty of nature, and the serenity and charm of an authentic Small Town Alaska Cruise Port; and
C. In the Spring of 2023, the CBS appointed a Tourism Task Force to guide Assembly policy consideration of issues related to cruise ships, tourists, and tour operators; and
D. The CBS and SDC desire to begin working towards the implementation of those recommendations as is practicable and desirable; and
E. The protection of destinations is a vital element of responsible tourism. The Parties recognize the importance of collaboration on initiatives that help preserve the integrity, cultural heritage, and beauty of the most precious visitor destinations in the world; and
F. Sitka, as an island community, is limited in its resources and must carefully consider how it can transition to a more sustainable future without causing undue harm to the environment or the livelihoods of its residents; and
G. Tourism is one of the major economic sectors that have consistently contributed to Sitka's financial well-being. It provides jobs, generates revenue, and supports local businesses; and
H. The CBS and SDC desire to memorialize their agreed upon purposes, intentions, and expectations for the scheduling of cruise ship docking and tendering during the period April 15 through October 15 (the "**cruise season**") of each year so long as this MOU is in effect.

NOW, THEREFORE, highlighting the desire of the Parties to define a framework that will lay the foundations of an even more responsible tourism model to generate prosperity for future

generations, addressing the specific needs of Sitka and responding to the stated demands by members of Sitka's community, the Parties agree as follows:

Section 1. Port Calls and Berthing Guidelines

A. The Parties establish the following criteria for the planning of all cruise calls in Sitka for each day during the cruise season:

    (1) The CBS will not authorize and will take reasonable measures not to permit (such measures do not include filing a lawsuit or engaging law enforcement) any cruise ship with a lower berth capacity of more than 1,000 passengers to dock at or tender to O'Connell Bridge Dock, Crescent Harbor Dock, Marine Service Center Port Wall, Gary Paxton Industrial Park Dock, or any other CBS-owned facility (collectively, "CBS Docks") if doing so would result in the total number of cruise passengers docking at or tendering to CBS Docks and the SSCT exceeding 7,000 (based on lower berth capacity) passengers for the day.
    (2) On days when more than 4,500 passengers (based on lower berth capacity) are scheduled to dock at or tender to CBS Docks, SDC will not allow the docking of or tendering by any ships at the SSCT with a lower berth capacity of more than 1,300 passengers if doing so would result in the total number of cruise passengers docking at or tendering to CBS Docks and the SSCT exceeding 7,000 (based on lower berth capacity) for the day.
    (3) To maintain a "quiet day" for Sitka residents, CBS will not authorize and will take reasonable measures not to permit (such measures do not include filing a lawsuit or engaging law enforcement) any cruise ship with a lower berth capacity of more than 1,000 passengers to dock at or tender to CBS Docks on the SSCT-designated "weekend day reserved for one ship with a capacity under 1,250 guests". The Parties agree that Saturday will be the designated "quiet day" per this MOU. If there is a need to change the designated "quiet day," the Parties agree to hold discussions and come to a mutually acceptable decision.
    (4) During the months of April and October of every calendar year, CBS will not permit any cruise ship with a lower birth capacity of greater than 1,000 passengers to dock at or tender to CBS Docks.
    (5) CBS may approve additional docking at or tendering to CBS Docks for emergencies or unanticipated schedule changes.

B. To provide more readily accessible ship schedules and coordination for purposes of Section A, above, the Parties commit to:

    (1) Sharing quarterly schedules with a written narrative outlining any changes.
    (2) Providing the stated lower berth capacity for each ship scheduled for each day during the cruise season.
    (3) Drafting a berthing schedule no later than 18 months in advance of each cruise season.

(4) Notify the other Party of impactful schedule changes made within three months prior to or within the cruise season. Changes will be sent to the CBS Municipal Administrator, SSCT, the CBS Harbors Department, and the CBS Tourism Manager.

Section 2. Effective Date

Once executed by the Parties, this MOU shall be effective immediately, with the commencement of the 2025 cruise season. Knowing that the 2025 cruise season has already been scheduled and put on sale by cruise companies, both CBS and SSCT agree to review the schedule and coordinate in good faith to achieve the purposes, intentions, and expectations set forth in this MOU to the greatest extent possible..

Section 3. Term

This MOU will be reviewed every five years to be updated to meet the Parties' goals and the purposes set forth in this MOU while improving their mutual understanding of impacts of this MOU on cruise operations and the community.

The Parties agree to meet annually no later than November of each year to review lessons learned, to review and optimize the subsequent cruise season's operations, and to align on community and industry parameters, goals, expectations, and opportunities.

If the Parties do not mutually agree on an update at the completion of any five-year term, the MOU shall continue until an update is agreed upon and signed, unless either Party notifies the other Party in writing that it will not agree to an update and renewal of this MOU.

Section 4. Dispute Resolution

The Parties agree that if there is a dispute as to any provision of this MOU or the implementation of it by the other Party, the Party may give notice in writing of the dispute. The Parties agree to meet to resolve the dispute within thirty (30) days of receipt of the notice. If the Parties fail to resolve the dispute within sixty (60) days of such notice or longer period, if agreed to in writing by the Parties, the Parties agree to bring in a mediator to resolve the dispute. Alternatively, a Party may terminate this MOU as provided in Section 6.

Section 5. Notice

Any notice or notices required or permitted to be given pursuant to this MOU shall be given by email or certified mail, postage prepaid, and return receipt required, as follows:

To the City and Borough of Sitka:

Municipal Administrator
City and Borough of Sitka
100 Lincoln Street

Sitka, AK 99835
administrator@cityofsitka.org

To Sitka Sound Cruise Terminal:

Chris McGraw
Sitka Dock Company, LLC
P.O. Box 718
Sitka, AK 99835
chris@sitkadock.com

Section 6. Termination

This MOU may be terminated by either Party by (a) delivering written notice of termination to the other Party at least ninety (90) days prior to the effective date of any termination; or (b) if any provision of this MOU is determined to be prohibited by any law, by delivering written notice of termination to the other Party, which shall be effective immediately upon delivery.

Section 7. Governing Law and Compliance with Laws

The laws of the State of Alaska, without giving effect to its conflicts of laws principles, will govern all questions concerning the construction, validity, and interpretation of this MOU. The Parties shall comply with all federal, state and local statues, ordinances, and regulations now in effect or thereafter adopted, validly enacted in the performance of its obligations set forth herein.

Section 8. Relationship of the Parties

Neither this MOU nor any other documentation or communication between the Parties shall constitute or create a joint venture, partnership, legal entity, or other similar business combination or arrangement between the Parties. Each Party shall act only on an individual and several basis. No Party shall have the right to act as an agent for or a servant or employee of the other Party, to make commitments or assume obligations for and on behalf of the other Party, or to bind the other Party for any purpose whatsoever.

Section 9. Costs and Expenses

Each Party shall be responsible for its costs and expenses in connection with the preparation and implementation of this MOU.

Section 10. Non-Binding MOU; Modification

This MOU is entered into by the Parties to evidence their in-principal, non-binding, purposes, intentions, and expectations. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of this MOU. This MOU may be modified only by a writing signed by authorized representatives of each Party.

Section 11. No Third-Party Beneficiaries

Nothing in this MOU is intended or shall be construed to confer any interests, rights or remedies upon a person or entity not a Party to this MOU.

Section 12. Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute the MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed on the dates written below.

[SIGNATURE AND ACKNOWLEDGEMENTS ON NEXT PAGE]

CITY AND BOROUGH OF SITKA

_____ _____

Date By: John Leach

Its: Municipal Administrator

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

_____

Notary Public in and for the State of Alaska

My Commission Expires: _____

SITKA DOCK COMPANY, LLC

_____ _____

Date By: Chris McGraw

Its: General Manager

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Chris McGraw, General Manager for SITKA DOCK COMPANY, LLC, on behalf of the corporation.

_____

Notary Public in and for the State of Alaska

My Commission Expires: _____