Agenda Item A under "Unfinished Business"
"Authorization for Town to Join in Multi-Jurisdictional Opioids Litigation and Ratification of Attorneys' Retainer Agreement"
November 5, 2019 Selectboard Meeting

The documents for this matter contain:

(a) This cover page
(b) Memorandum from Town Attorney Robert M. Fisher, dated October 29, 2019
(c) Retainer Agreement
(d) Memorandum from Town Attorney Robert M. Fisher, dated October 10, 2019
(e) Voluminous lawsuit (173 pages) filed in United States District Court, Northern District of Ohio, Eastern Division, entitled "The Town of Bennington, Vermont, Plaintiff, v. Mallinckrodt PLC, et al," Docket No. MDL 2804, Cast No. 1:17-md-2804-DAP, Member Case No. ___, Judge Dan Aaron Polster. **A copy of the Complaint and Jury Demand can be found in the Selectboard back-up materials from the October 15, 2019 meeting, on the Town's website (www.brattleboro.org) under Selectboard > Draft Minutes and Supporting Documents, or by contacting the Town Manager's Office at 251-8151) to obtain a copy.**

MEMORANDUM

To: Selectboard

From: Robert M. Fisher, Esq.

Date: October 29, 2019

Re: UPDATE on Multi-District Municipal Litigation against Opioid Manufacturers, Distributors, Pharmacy Benefit Managers, and Pharmacies

As the Board is aware, the opioid litigation has been in the national news a lot in recent weeks. Some settlements have been announced and other cases are heading toward trial. To say the least, it is a dynamic topic these days. As far as the Brattleboro case, it has not been officially filed yet—in part due to the attorneys' availability resulting from the other cases' recent actions and in part due to the fact that the Town of Brattleboro needs to identify which defendants it wishes to sue. According to Attorney Joanne Cicala, the case can be ready for filing in the next two weeks.

Due to the recent settlement negotiations with the national distributors and manufacturers, I signed the engagement letter with the attorneys such that the Town did not lose out on any potential settlements that were being negotiated. That action needs to be ratified by the Board at this upcoming meeting such that there is official Board action to enter this opioid litigation. Additionally, the Board needs to determine if it wishes to sue local pharmacies and/or national pharmacies with local branches.

The suit will be a separate lawsuit from the Bennington lawsuit, but filed as part of the multi-district opioid litigation in the Federal Court in Ohio, but with any trial being held here in Vermont Federal District Court. The plan is for the other Vermont municipalities which have recently decided to join in this litigation to consolidate their pleadings into one case. That consolidated pleading would enumerate which towns are suing which defendants such that there is clarity on the issue of the pharmacy defendants. Some towns may elect to sue all the pharmacies while other towns may elect to sue only the national chain pharmacies, while still others may elect not to sue any pharmacies. The decision making comes down to whether the towns believe that the pharmacies have failed to make and implement required policies and procedures for not filling suspicious orders. Pharmacies are obliged not to fill suspicious orders and to report suspicious prescribing practices. Separate and apart from doctors, they are obliged to have suspicious order monitoring programs in place for the drugs at issue. There is known evidence that the national chains fell far short of federal and state requirements. Therefore, the Board will need to decide whether it wishes to name all, some or none of the pharmacy defendants in the lawsuit.

On the question of damages, I am informed that "damages will be apportioned based on relative impact across towns. Impact takes into account factors such as population suffering from opioid use disorder, number of opioid deaths and opioid shipments (units and MME) into your community. Brattleboro naturally would only collect from those defendant groups it has sued." (Email from Attorney Cicala)

Attorney Cicala's office will be finalizing the Complaint over the next week and will need to know the decision of the Board as to whether to include pharmacies into the Complaint. I will be available to answer any questions on this at this upcoming meeting.

RETAINER AGREEMENT

This Retainer Agreement ("Agreement") represents the understanding between the Town of Brattleboro, Vermont ("Client") and Sanford Heisler Sharp, LLP and The Cicala Law Firm PLLC (collectively, "Attorneys") ("the Parties"). Attorneys' status is that of an independent contractor; Attorneys shall not be considered an employee of Client for any purpose.

Retention of Attorneys

1. Client hereby retains Attorneys as lead counsel to represent Client in the investigation and prosecution of any legal action against Purdue Pharma, L.P.; Purdue Pharma, Inc.; the Purdue Frederick Company, Inc.; Mallinckrodt plc; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; McKesson Corporation; Cardinal Health, Inc.; AmerisourceBergen Drug Corporation; CVS Health; Walgreens Boots Alliance, Inc.; Pharmacy Benefit Managers; and, any other relevant defendants (collectively, "Defendants"), in connection with Defendants' manufacture, marketing, sale, and distribution of prescription opioid products and the harm created therefrom to Client. Collectively, these matters will be referred to herein as the "Action."

2. Attorneys are authorized to associate or consult in this representation with other counsel upon consultation with Client and with Client's consent. Notwithstanding any such association of other counsel, and unless such authority is expressly delegated by Attorneys to other counsel with Client's consent, Attorneys shall at all times retain the full authority and responsibility as Client's counsel in the investigation and prosecution of the Action.

Scope of Employment

3. Client authorizes Attorneys to investigate and, if appropriate after consultation with and authorization by Client, prosecute Client's claims for opioid-related cost recovery involving violations of the Vermont Consumer Protection Act, public nuisance, fraud, unjust enrichment, negligence/gross negligence/negligence per se, among other claims. Attorneys' representation of Client is limited to matters necessary to investigate and litigate the Action and to bring it to a conclusion. The representation described in this engagement will include a first step, involving the investigation of Client's claims against Defendants including specifically an analysis of the damages sustained by Client as a result of the opioid epidemic, followed by a Second Step, if appropriate after consultation and authorization by client, involving prosecution of Client's Action, if any, and determination of Client's share of any award or settlement in all related proceedings. Client is not hereby obligated to pursue a lawsuit regarding the matters described in this Agreement; however, to the extent permissible under Vermont law, Client hereby agrees that if it chooses to pursue a lawsuit regarding the matters described in this Agreement, Client will utilize Attorneys to do so pursuant to the terms of this Agreement. If Client chooses not to pursue a lawsuit regarding the matters described in this Agreement, in its sole discretion, there will be no costs, fees or expenses owed by the Client.

4. Attorneys do not represent Client in connection with the negotiation of the terms of this Agreement. Rather, Attorneys are acting on their own behalf. Client understands that the provisions of this Agreement are not prescribed by law but are determined by negotiation and mutual agreement.

The Parties' Obligations

5. As part of Client's representation, Attorneys shall work closely with Client and its representatives in investigating potential claims and keep Client informed about the status of the Action and shall provide advice and explanations necessary to permit Client to make informed decisions regarding their representation, and shall comply with Client's reasonable requests for information.

6. Client shall provide any and all information reasonably requested by Attorneys and shall assist fully in the investigation, including, but not limited to, gathering and sharing facts and evidence in support of the allegations; attending scheduled hearings and meetings; preserving all documents and tangible things, including electronically stored information, relevant to these matters; answering truthfully any interrogatories propounded to Client by opposing parties; appearing for and testifying at depositions; and, cooperatively participating in any judicial or other proceeding as may arise during the course of the Action.

7. In this matter, Client will have certain important document preservation responsibilities. In particular, Client must ensure that any and all information that might potentially relate to the claims is properly preserved. Such information might include communications about or with a party, research materials, and product-related materials.

Division of the Award

8. In consideration of the legal services and counsel to be rendered by Attorneys, Client agrees to pay Attorneys a contingent fee representing a percentage of the Action's settlement or judgment ("Award") which shall be calculated before reimbursement of costs and expenses pursuant to Paragraph 11 of this Agreement. Attorneys' contingent fee percentage shall be twenty-five percent (25%) of Client's recovery.

9. In the event that Defendants pay Client in a structured settlement or under any other arrangement that results in Defendants' payment being made in installments rather than in a single lump sum, the division of the Award according to the provisions of Paragraph 8 shall be applied to each payment received by Client.

Award of Costs and Expenses

10. Attorneys agree to advance all out-of-pocket costs and expenses associated with this engagement. Reasonable out-of-pocket costs and expenses that are incurred or advanced by Attorneys shall be reimbursed from the Award after deduction of Attorneys' contingent fee and before distribution of the Award. These costs and expenses may include, but are not limited to, filing fees; court costs and fees; fees for service of process; copying charges; transcription expenses; printing costs; computerized legal research; investigative, expert, and deposition costs; trial costs; exhibit preparation expenses; witness fees; and travel costs and expenses which in Attorneys' judgment are necessary to incur in the prosecution and enforcement of the Action. Attorneys agree to keep detailed records of their costs and expenses paid and/or incurred during the course of the representation.

11. Notwithstanding any other provision of this Agreement, in no event will the contingent fee plus the reimbursement of expenses combined exceed 30% of the recovery.

12. To the extent that any costs and expenses advanced or incurred by Attorneys are later awarded to Client by the Court or recovered by Client through settlement, Client hereby assigns to Attorneys 100% of the proceeds of any such costs and expenses award or settlement.

Common Representation and Potential Conflicts

13. Client is aware that Attorneys contemplate entering into the same arrangement as that set forth in this Engagement Letter with other municipalities in Vermont. Attorneys believe that the goals of Client are aligned with those of other Vermont municipalities regarding the Action. Attorneys do not believe that to achieve the goals of the Action, either Client or another municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which Client disagrees with another municipality and one of you wishes to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise Client or assist Client or any other municipality in pursuing such a course. Because Client's interests and those of other municipalities are aligned, Attorneys are confident that their representation of Client will not be limited in this matter by representation of any municipality, but Client should consider these consequences of joint representation in deciding whether to waive this conflict. By signing this Retainer Agreement, Client acknowledges and agrees to the above-described representation.

14. In addition to the above, one of the consequences of joint representation of multiple clients by a law firm is the sharing of confidential information concerning the subject matter of the joint representation. Client acknowledges and agrees that communications between Attorneys and other municipalities relating to the Action will be treated as confidential and will not be disclosed outside your group without your informed consent. Client also acknowledges and agrees that any information that we receive concerning this matter, including communications from Client, may be disclosed to the other jointly represented clients during the course of the joint representation. Client further acknowledges that if a dispute arises between or among one or more of you, and Attorneys no longer represent Client in this matter, as the result of a conflict of interest or otherwise, Attorneys may nevertheless use any confidential information Attorneys have concerning this matter to the advantage of those we continue to represent in any subsequent action relating to this matter.

Termination of Representation

15. Client may discharge Attorneys at any time by providing Attorneys 30 days written notice of Client's intent to discharge.

16. In addition, if Attorneys determine at any time that it is no longer feasible or appropriate to pursue the Action, Attorneys may, by providing 30 days written notice to Client, withdraw from further representation. Under such circumstances, Attorneys will take steps, to the extent it is reasonably practicable, to protect Client's interests in a manner consistent with all rules governing professional conduct.

17. Compensation of Attorneys after discharge or termination of representation discussed in Paragraphs 15-16 will be governed by Paragraph 18 of this Agreement.

18. If Attorneys withdraw or are discharged and Client proceeds with the Action with or without substitute counsel and Client or Client's substitute counsel receives by settlement or judgement an Award or an award of costs and expenses related to the Action, Client shall pay separately to Attorneys a portion of the Award and/or award of costs and expenses as follows:

a. Attorneys' contingent fee percentage of the Award calculated as if Attorneys had not been discharged multiplied by the fraction calculated by dividing the number of hours expended by the discharged Attorneys on the Action as of the date of discharge by the total number of hours expended by all Attorneys' employees who have worked on the Action on behalf of Client and, if any, substitute counsel; and

b. the value of any Award of Costs and Expenses equal to the costs and expenses incurred by Attorneys in connection with the Action.

c. Subparagraph b. may be satisfied by providing a good faith opportunity for Attorneys to obtain reasonable costs, expenses, and Attorneys' fees from the Court or as part of any settlement agreement.

Alternative Dispute Resolution Including Waiver of Jury Trial Rights

19. Should any unresolvable dispute arise between the parties regarding fees, costs, or any other matter that relates to this agreement, the Action or the engagement of Attorneys, including, but not limited to, the quality of the services rendered, the parties agree to submit the dispute to binding arbitration before a mutually agreed-upon arbitrator, or if the parties are unable to agree upon an arbitrator and procedures, then pursuant to the then-applicable rules and procedures for commercial disputes of the American Arbitration Association ("AAA") and by arbitrator(s) selected by and through AAA. The parties agree that the arbitrator and the arbitration shall be located in Burlington, Vermont and that Vermont law will apply. The parties further agree that all reasonable costs of the arbitration, including the prevailing party's reasonable attorneys' fees, shall be borne by the unsuccessful party or non-prevailing party. Nothing in this paragraph shall prevent the parties from agreeing to submit any dispute to mediation.

Miscellaneous

20. Attorneys hereby agree that they will not negotiate or seek to resolve any claim to Attorneys' fees, costs, or expenses until an agreement in principle has been reached or a judgment has been entered on the Action's substantive allegations.

21. Attorneys shall provide upon request a certificate of Attorneys' professional liability insurance in an aggregate amount of not less than $10,000,000.

22. The entire Agreement between Client and Attorneys is contained herein. This Agreement supersedes any prior oral or written agreement concerning this representation. No other promises, inducements, or considerations have been offered, accepted, or given either by Client or

Attorneys. Client also agrees not to enter into any future agreements concerning the subject matter of this Agreement without prior notice to Attorneys.

23. This Agreement is governed by the laws of the State of Vermont and may not be modified, changed, altered, or amended in any way except in a writing signed by all parties. The parties expressly agree that no oral modification of this Agreement shall be effective, notwithstanding any provisions of the governing law that may allow for oral modification.

24. The parties expressly agree that if any term of provision of this Agreement is held invalid or unenforceable, every other term and provision remaining in the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

25. The parties hereby acknowledge that they have read and understand the foregoing, that they have had the opportunity to consult with independent counsel, and that they agree to the representation on the terms set forth in this Agreement.

26. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

27. Facsimile signatures or electronic copies thereof shall be as effective as original signatures for purposes of this Agreement.

28. This Agreement is effective as of the last date below executed.

SANFORD HEISLER SHARP, LLP

_____ Date: _____

Kevin H. Sharp

THE CICALA LAW FIRM PLLC

_____ Date: _____

Joanne Cicala

TOWN OF BRATTLEBORO

By: Robert M Fisher Date: 10/17/19

Bob Fisher

Its: Town Attorney

Jan Anderson

om:	Peter Elwell
ent:	Thursday, October 17, 2019 2:56 PM
To:	Brandie Starr; Tim Wessel; David Schoales; Elizabeth McLoughlin; Daniel Quipp
Cc:	Jan Anderson; Patrick Moreland; Robert Fisher
Subject:	FW: Opioid Litigation by Vermont Municipalities--Joining the Bennington case--BOB FISHER TOOK EXPEDITED ACTION TODAY
Attachments:	Signed Retainer agreement.pdf
Importance:	High

Good Afternoon –
Please see the exchange of emails below between Town Attorney Bob Fisher and Joanne Cicala, who is the lead attorney on the opioids litigation we are signing onto. Here is the bottom line of this unexpected acceleration of or entry into this case:

1. Bob took this action after conferring with me because we had to retain Cicala today in order to preserve the Town's standing vs. some of the most significant defendants in the case: Purdue Pharma and the distributers.
2. We will ask the Selectboard to ratify this action on November 5.
3. Also on November 5 and thereafter, the Selectboard will retain full authority to modify the Town's position I this case vis-à-vis pharmacies, doctors, etc.
4. Joanne Cicala will be providing answers to Bob's questions so that he can include her replies in his update to the Selectboard for your consideration on November 5.

If you have any questions or require any additional information, please contact Bob or me at your convenience.
nks,
ter

From: Robert Fisher <bob@fisherandfisherlaw.com>
Sent: Thursday, October 17, 2019 11:47 AM
To: Joanne Cicala <joanne@cicalapllc.com>
Cc: Peter Elwell <pelwell@brattleboro.org>; Patrick Moreland <pmoreland@brattleboro.org>
Subject: RE: Opioid Litigation by Vermont Municipalities--Joining the Bennington case

Dear Attorney Cicala:

Thank you for your email this morning. In response, please find attached the executed retainer agreement signed by me as Town Counsel.

The Town would like to be on board now in order to "have a seat at the negotiating table." The plan is to have the Selectboard ratify this and give specific authorization at its next meeting. We will work out the various questions the Board had between now and then, but for purposes of your filings, please see the engagement letter and please take the appropriate action to go forward with the Town of Brattleboro as a plaintiff against these defendants. If we need to adjust the complaint with regard to certain pharmacies, we can do that in the next several weeks.

Please get to us the answers to the questions at your earliest convenience. I recognize that there are more pressing matters for today.

nk you for your assistance and please be in touch.

Bob Fisher

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(802) 254-4488; fax 254-6148
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and
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From: Joanne Cicala <joanne@cicalapllc.com>
nt: Thursday, October 17, 2019 8:01 AM
. Robert Fisher <bob@fisherandfisherlaw.com>
Subject: Re: Opioid Litigation by Vermont Municipalities--Joining the Bennington case

Hi Bob- I will respond to all of your questions more fully this afternoon but for moment must share that events are moving with extraordinary speed right now on numerous fronts. Our team was in meetings all day yesterday in Dallas- and on calls late into the evening- on these subjects. No doubt you have seen recent reports of the Purdue bankruptcy and also the overnight news re the proposed $50B nationwide distributor deal. Both events now require us to firmly indicate- by tomorrow morning- who we represent. There is now a full day session tomorrow with Judge Polster regarding the distributor deal as it concerns resolution of municipal claims and tomorrow is now also a disclosure deadline in the bankruptcy court regarding who is in our group (for purposes of securing either a position on the ad hoc or Official unsecured creditor committees- opportunities we have worked hard through our bankruptcy counsel Caplin Drysdale to create).

We can absolutely continue to discuss filing suit on your behalf in two weeks after your next meeting but the consequence of that delay- so to speak- will be that Brattleboro has no seat at either the Purdue or distributors table. I am constrained to deliver this message to all of the VT communities we have met with today (except Bennington who is already on file).

If there is any opportunity to accelerate retention so that Brattleboro may take advantage of our positioning in both contexts tomorrow, that would be in your best strategic interest. Let me know if you'd like to discuss, Bob. I can jump on a call later this morning. And will circle back on your questions as well. Thanks very much.
Best, Joanne

Joanne Cicala
The Cicala Law Firm

101 College Street
Dripping Springs TX 78620
Office 512-275-6550
·ll 917-860-6566

From: Robert Fisher <bob@fisherandfisherlaw.com>
Sent: Wednesday, October 16, 2019 3:31:45 PM
To: Joanne Cicala <joanne@cicalapllc.com>
Subject: RE: Opioid Litigation by Vermont Municipalities--Joining the Bennington case

Joanne:

We met with the Brattleboro Selectboard last night regarding joining this lawsuit or entering the multi-district litigation. Due to some questions from the Board members, they tabled this until their next meeting in two weeks. The Board overwhelmingly feels a "moral obligation" to take some action regarding the opioid epidemic which is just as serious here in Brattleboro as it is elsewhere in Vermont and the nation. Members of the public got up and listed off numerous deaths this year from opioid overdoses and opioid related complications. In essences, there was no one who disagreed with the Town entering the case.

The questions were more about details. So, if you can answer the following questions and/or provide me with information by which to update the Board, I would very much appreciate it.

1. Why has the lawsuit not included practicing doctors? Members of the Board and the Public added doctors into the "fault" group due to the doctors not taking care to prescribe opioid painkillers in a more restrained and cautious manner (as the regulations are now requiring). One doctor, an E.R. doctor, spoke to his belief that yes there are some doctors who should be de-licensed due to their ineptitude in caring for their patients, but opined that the great majority of doctors prescribe these opioid medications carefully and that none of the doctors derive extra profit from making these prescription. I am sure you know more about the statistics than I do, so please let me know why doctors have been omitted from the defendants. One guess that I made was that the malpractice elements of proof are quite different from the elements for these other torts and that the mixing of a malpractice case with the general delivery of opioids might not work well. But, let me know the reasons if you can.
2. Is there any evidence in Vermont, specifically Brattleboro, that would show violations by Hotel Pharmacy and/or Brattleboro Pharmacy? The Board is somewhat averse to suing its locally owned and operated pharmacies. The Board is split then as to whether it wishes to sue some pharmacies and not others. I believe it wishes to do an all or nothing approach when it comes to pharmacies. Many of the Board members indicated that the pharmacy was simply filling a prescription that was sent to it by a doctor, and how could that act be wrongful? The Complaint speaks to pharmacies filling fake or suspicious prescriptions and failing to stem the delivery of opioids to suspicious patients. However, is there any proof of that in Brattleboro? How would we find out?
3. Would the Brattleboro lawsuit be a separate action? Or joining the Bennington case? If joining the Bennington case, then how do we deal with the different pharmacies in the different towns? Please give me an explanation of what the Complaint would look like.
4. On damages, let's assume, for example, that Brattleboro elects not to sue all pharmacies, but does elect to sue the rest of the defendants. What is the process for calculating damages? What is the process for allocating damages between towns?
5. What is the relationship between doctors and pharmacies? What discretion does the pharmacy have to not fill a prescription?
6. In Brattleboro, we have the local hospital, Brattleboro Memorial Hospital, and also the Brattleboro Retreat (a large mental health hospital). Each prescribes and delivers a certain amount of opioid medications, but the ratios are quite low compared to the pharmacies. We assume these institutions are not named in the lawsuit. Correct? And Why not? (Presumably because they are both at the forefront of treating opioid addiction.)

Please let me know what you have in response to the above questions and then I'll take it back to the Board for authorization to file the suit. As I said above, the next meeting is two weeks from last night.

Thanks,

Bob

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MEMORANDUM

To: Selectboard

From: Robert M. Fisher, Esq.

Date: October 10, 2019

Re: Multi-District Municipal Litigation against Opioid Manufacturers, Distributors, Pharmacy Benefit Managers, and Pharmacies

The VLCT hosted an Opioid Action Forum at which the attorneys for the multiple district litigation provided a background of the lawsuits against the opioid manufacturers, distributors, pharmacies, and benefit managers. These lawsuits seek to hold accountable those entities who have created and fostered this epidemic by seeking injunctive relief designed to halt the flow of opioids, to recover money damages which will be used toward treatment and prevention efforts at the local level, and to direct reimbursement of the costs that local governments have incurred in fighting this epidemic. These lawsuits, unlike some state level lawsuits, sue not only the manufacturers, but also the pharmacies, the distributors and those companies that manage the flow of these drugs. This last group of defendants are companies are called pharmacy benefit managers and they provide reimbursement/payment to the pharmacies from the health insurance companies based on formulas that they create and negotiate with the insurers and the drug companies. Rather than attack just certain manufacturers, such as Purdue Pharma, these municipal suits cast a wide net in terms of the defendants.

The Town of Bennington was the first Vermont municipality to institute a lawsuit against these defendants. The counts, as set forth in the Complaint in which the Town of Bennington is the plaintiff, include public nuisance, unjust enrichment, fraud, negligence, conspiracy, and racketeering, among others. I have attached a copy of the voluminous complaint filed by the Town of Bennington because it is this lawsuit to which the Town of Bennington and the attorneys bringing the case would like to add other municipalities.

This case is brought in federal court in Ohio as part of a multi-district litigation and is under the management of Judge Polster. In the event of a trial, the trial would be here in Vermont Federal District Court. The case is on a contingent fee basis, meaning that the attorneys do not get paid unless there is a settlement or court verdict in favor of the plaintiffs. The attorneys are fronting all of the costs associated with bringing the litigation. The initial burden on the Town is minimal in terms of filing and it is likely that the case will not proceed to the "discovery" (document production and depositions) for at least a year or two.

The forum hosted by the VLCT was an introduction to this type of litigation and broadly defined the litigation. Further factual inquiry into the statistics in Brattleboro have shown that the

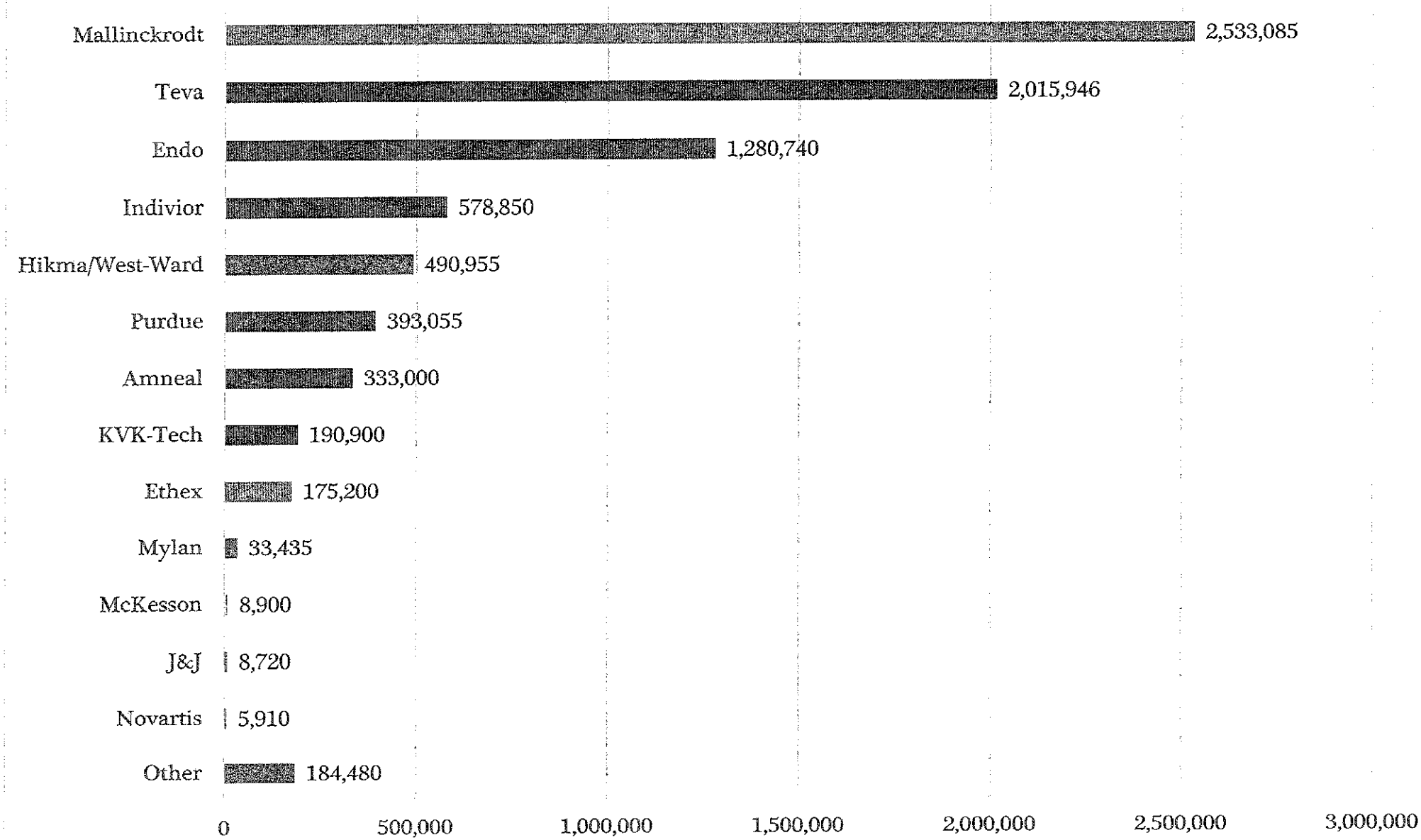
number of opioid related deaths has dramatically increased over the last five years. The opioid epidemic has been front and center for emergency first responders and the local health system. Based on the information presented at the forum, review of the Bennington case filing, and review of the particular data regarding opioid distribution in Brattleboro, the Board is asked to approve the Town's joinder into the Bennington litigation.

Of course, there are many questions that will need to be answered as the case progresses, such as: What are the measure of damages? How to prove damages that Brattleboro has incurred? How do the settlement proceeds (assuming a settlement) get allocated among municipalities? What will be the administrative burden on the Town? How much of any verdict actually goes to prevention and treatment? What are the elements of proof as to each claim? What happens if a defendant company goes into bankruptcy, like Purdue Pharma? How does the Town link its damages to each of the defendants? Are there local pharmacies which the Board would want to exclude from this litigation? How does the State litigation affect these municipality suits? Town Counsel is in contact with the litigation attorneys on this case regarding these questions. However, given the long period of time it will take for the case to mature toward a trial, these are questions that can be answered while the case is pending.

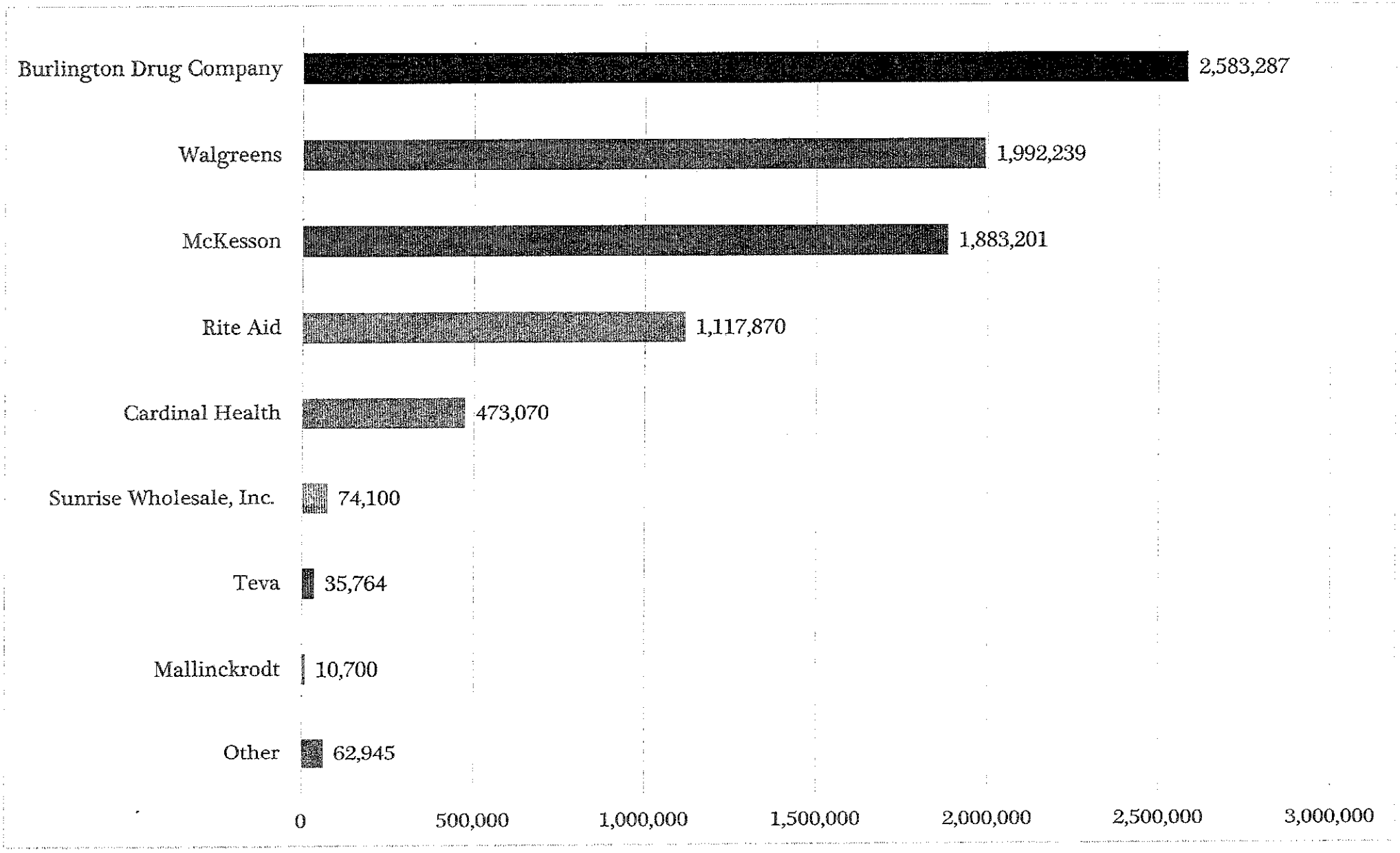
The following are attachments to this summary:

1) ARCOS reports for the Town of Brattleboro from 2006-2012
2) Bennington's Complaint as filed recently

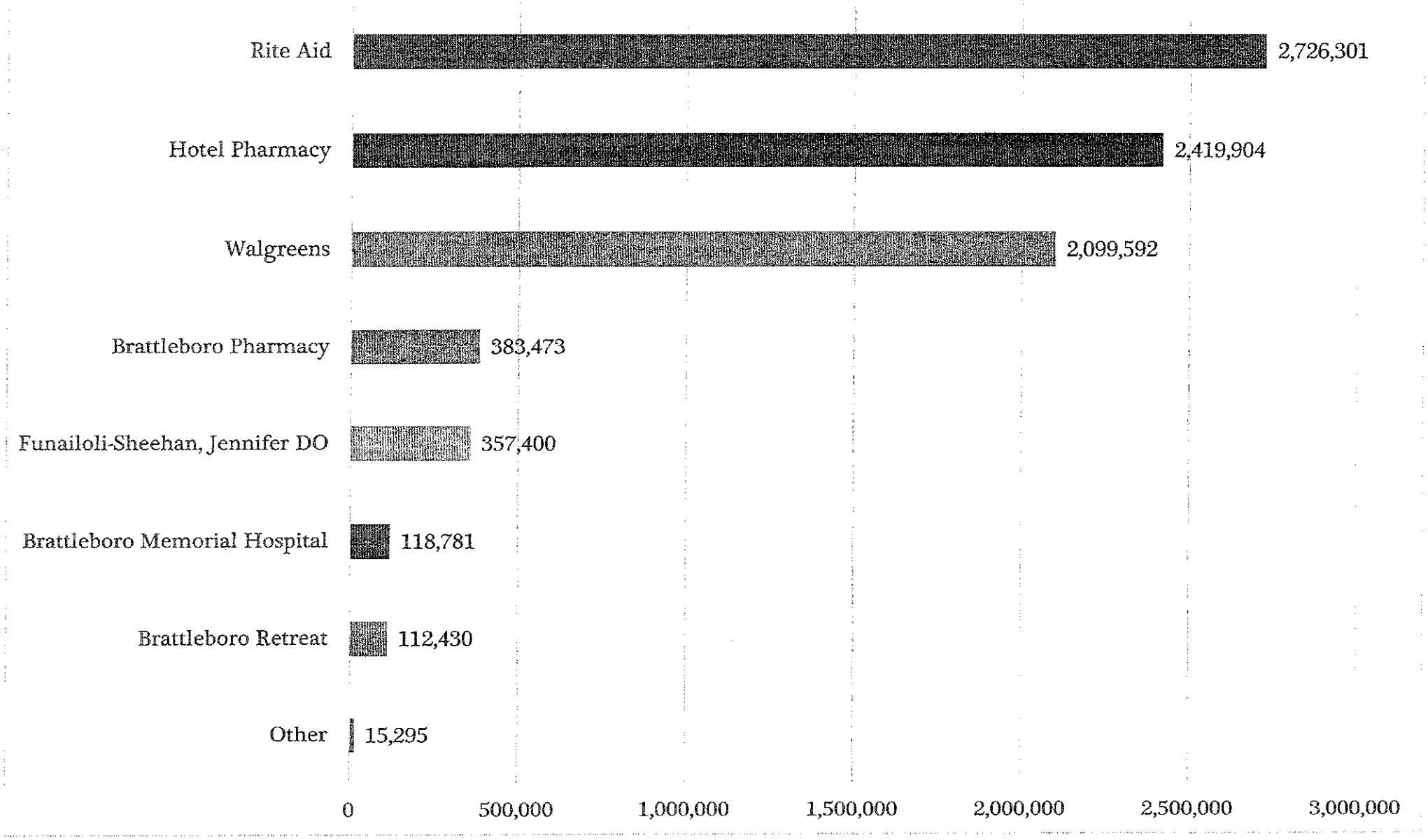
Town of Brat' 'boro, Vermont
ARCOS 06-2012
MANUFACTURERS
Dosage Units



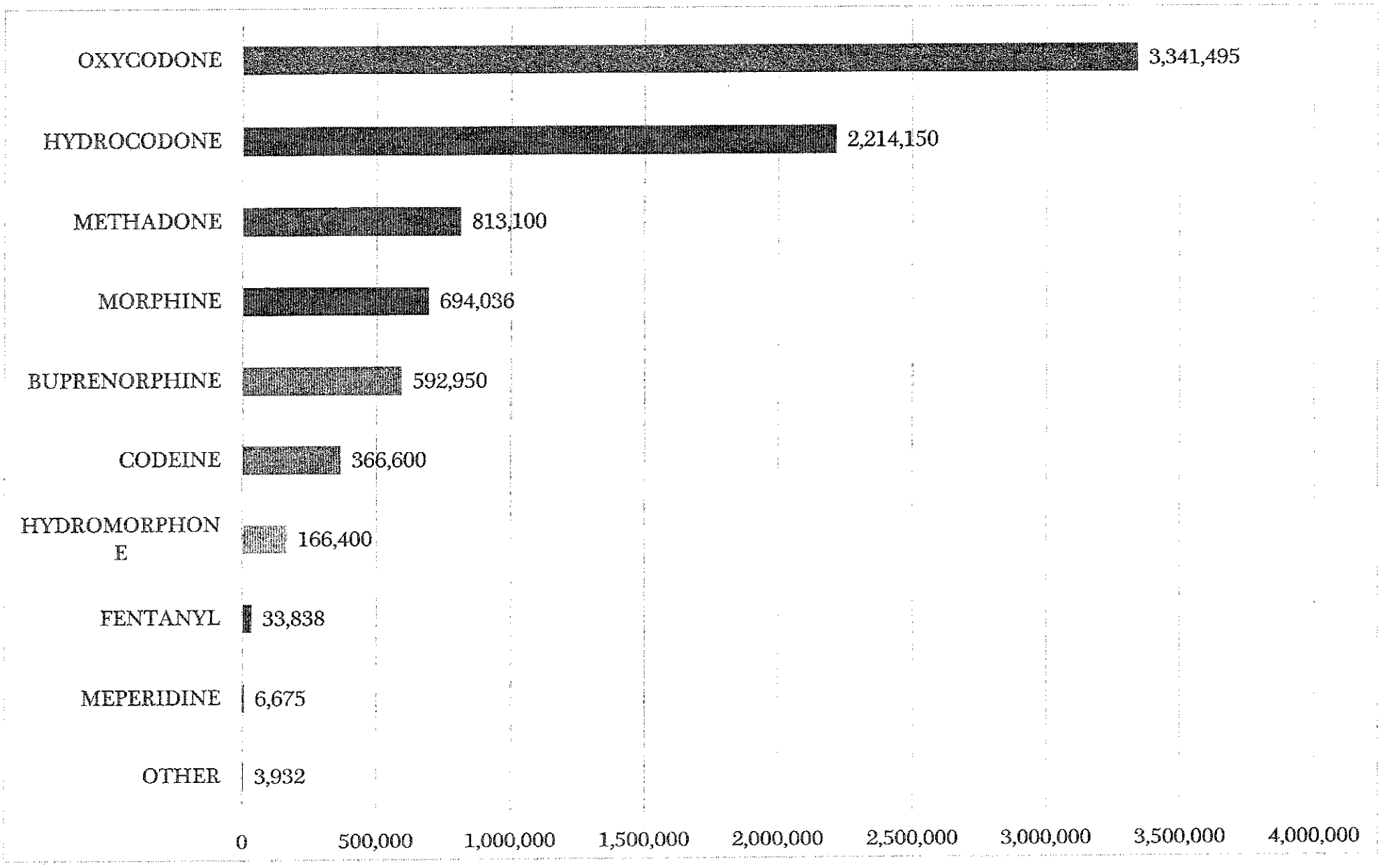
Town of Brat[illegible]boro, Vermont
ARCO[illegible]06-2012
DISTRIBUTORS
Dosage Units



Town of Brattleboro, Vermont
ARCOS 2006-2012
RETAILERS
Dosage Units



Town of Brat boro, Vermont
ARCO 06-2012
OPIOIDS
Dosage Units



October 30, 2019

To: Brattleboro Selectboard
From: The Brattleboro Area Chamber of Commerce and Downtown Brattleboro Alliance
Re: Brattleboro Community Marketing Initiative

On March 23, 2019, Brattleboro Town Meeting Representatives appropriated the sum of $42,119 for the joint promotion of Brattleboro by the Brattleboro Area Chamber of Commerce and the Downtown Brattleboro Alliance. Town meeting representatives allowed the release of the funds by the selectboard "upon review and acceptance of a satisfactory plan for the use of the funds and the evaluation of the results."

The Brattleboro Community Marketing Initiative (CMI) is the result of this action. The $42,119 is %10 of the Meals and Rooms Tax the town collects through the 1% local option tax. We take the use of taxpayer dollars seriously and have worked hard to develop a marketing strategy that will make the best use of these dollars and accomplish our goal of increasing visitors in the town of Brattleboro.

As you know, this is our second time before you. Because we were not able to confidently recommend a marketing firm after the first RFP was issued on July 22, we issued the RFP for a second time on August 30. We are pleased to let you know that after much consideration we have selected Penniless Projects of South Newfane, VT.

Attached is the proposal we received from Penniless Projects, along with the RFP, and an outline of the process we used to come to our decision.

The selection of Penniless Projects came out of an extensive review and interview process conducted by a project team made up of 10 members of the community (the project team is listed on pages 2 and 3 of the attached process memo). The project team's recommendation was approved by the Boards of Directors of the Chamber and DBA.

It is important to note that our work has just begun. The proposal we received from Penniless Projects showed us part of their portfolio and pitched us on an example strategy. Their first stop will be community research and target research to finalize their strategy.

Although the Downtown Brattleboro Alliance and the Brattleboro Area Chamber of Commerce will have daily oversight of the project, we have formed a steering committee made up of members of the project team who will work with our organizations to guide and manage the marketing initiative to fruition. We would like to take this opportunity to thank these individuals for offering their time and expertise: Zon Eastes, Lindsay Fahey, and Curtiss Reed.

We look forward to discussing this project with you on November 5.

A SUMMARY OF THE PROCESS

The mission of the **Brattleboro Community Marketing Initiative** (*CMI*) is to increase the growth of visitors in the town of Brattleboro by telling Brattleboro's story to a strategic and well defined audience.

Process Goals:

- Involve engagement, community building, participatory.
- Learn from agency experience.
- Our community having Brattleboro pride.
- Encourage collaboration on marketing among Brattleboro's town, non-profit and business organizations.
- To be mindful and thoughtful of diversity: The Town of Brattleboro is committed to diversity, equity, and inclusion. We intentionally encourage our story to include what our community looks like and what we want it to look like. This is to include people of color, people with disabilities, LGBTQ, and people from other underrepresented groups. We must effectively and authentically connect with all consumers.

Project Team:

The individuals on the 10-member project team represent a variety of sectors located throughout the town. As a team we outlined the objectives of the initiative and talked about what success looked like. The team was responsible for reviewing the submitted proposals; choosing the three finalists; interviewing the finalists and making a recommendation to the Chamber and DBA Boards of Directors.

Members of the Project Team

Zon Eastes, Founder and Music Director
Juno Orchestra

Lindsay Fahey, Chief Operating Officer
Retreat Farm

Sarah Lang, Talent Specialist
Brattleboro Development Credit Corporation/Southern Vermont Young Professionals

Jon Megas-Russell, Marketing and Public Relations Manager
Brattleboro Food Co-op

Sujay Patel, Owner
In the Moment Records

Gina Pattison, Director of Development and Marketing
Brattleboro Memorial Hospital

Curtiss Reed
Vermont Partnership for Fairness and Diversity

Kora Skeele, Sales and Marketing Manager
Mocha Joe's Roasting Co

Stephanie Bonin, Executive Director
Downtown Brattleboro Alliance

Kate O'Connor, Executive Director
Brattleboro Area Chamber of Commerce

The Timeline:

August 30, 2019 – RFP issued to the public
September 19, 2019 – RFP proposals due
September 23, 2019 – Project team reviews submitted proposals; chooses the top three
September 23, 2019 – Seven additional stakeholders were asked to give feedback on the top three
October 4, 2019 – Project team conducts interviews with the top three and makes hiring recommendation to Chamber and DBA Boards
October 11, 2019 – Project team conducts follow-up interview

Request for Proposals (RFP):

The CMI project team issued an RFP to identify a marketing professional with the ability to develop and execute a strategic and tactical marketing plan that will attract visitors to Brattleboro to shop, dine, stay and enjoy the town.

- **Content:** The full RFP is attached for your information. The key points in the RFP:

  What we were looking for from the RFP: We were looking for proposals that will utilize a $42,119 total budget over a 12-month period (following the town's fiscal year).

  The goal: The purpose of this RFP was to identify a marketing professional that will have the ability to develop and execute a strategic and tactical marketing plan that will attract visitors to Brattleboro to shop, dine, stay and enjoy our town. Given the modest amount of money we have been allocated, we looked for a creative thinker who can give us the best bang for our limited marketing bucks!

The scope of work desired: The marketing professional will:

- Create a one (1) year marketing plan to drive more visitation to Brattleboro. The plan must include a single-year implementation plan with usable materials and budget.
- Identify the target audience and create appropriate marketing concepts and messaging that resonates with a wide demographic, paying careful attention to diversity and inclusion.
- Develop systems of measurement for short-term success that will feed into longer range goals and objectives.
- Report to the executive directors of the Chamber and the DBA monthly in writing and/or in person on upcoming campaigns as well as results and analytics.
- Provide a year-end summary of progress and results to the project team.

Review of Submitted Proposals:

The CMI received eight (8) proposals. They came from marketing firms in Brattleboro (2); South Newfane; Manchester, VT; Bloomington, Illinois; Rochester, NY; Madison, CT; and Atlanta, GA.

- The project team met on September 23 to review the proposals and narrow the finalists to three. Each proposal was judged on the following criteria:
  - Had a plan to identify the target audience
  - Had a plan to measure the success of the marketing effort
  - Had a strategy that will see results in the first year
  - Made best use of the $42,119 and budgeted money to implement the recommended strategy in the first year
- The CMI project team met on October 4 to interview the three finalists and make a recommendation to the Chamber and DBA Boards of Directors based on the following criteria:
  - They have a plan to identify the target audience.
  - The strategy outlines a plan to represent the many different sectors in Brattleboro (i.e. distilleries, festivals, the arts, outdoor recreation, etc.).
  - The agency has the skills and capacity to successfully execute the proposed strategy.
  - The strategy will be informed by current campaigns and information gathering from a diverse group of stakeholders.
  - The proposal is innovative and creative - we are not interested in business as usual.
  - The proposal presents an achievable timeline and budget to implement the recommended strategy in the first year.
  - The plan contains clear metrics for success and reporting of results.

- **The CMI project team also gathered input from local stakeholders:**
    - Jamie Mohr, Epsilon Spires
    - Eugene Uman, Vermont Jazz Center
    - Maeve Shaughness, BMH
    - Jon Potter, Latchis Theatre
    - Joslyn, Outside Eye Consulting
    - Amber Arnold, Sacred Vibrations Sound Healing
    - Leda Scheintaub, Dosa Kitchen

Project Administration:

- The Brattleboro Area Chamber of Commerce will serve as the project's fiscal agent. The Chamber will assume the costs of serving as the fiscal agent.
- The selectboard will receive a written report every two months on the marketing strategy's progress, as well as a financial report.

Brattleboro Area Chamber of Commerce Board of Directors

Nicole Braun
Great Eastern Radio

Vickie Case
Retreat Farm

Michele Coursen
Brattleboro Savings & Loan

Cindy Delgatto
Windham Grows

Bradford Ellis
Vernon Homes

Bob Gammon
WTSA

Ross Gibson
The Richards Group

David Harlow
Downs Rachlin Martin

Ryan Jennings
Community Bank

Tracey John
Vermont Country Deli

Gina Pattison
Brattleboro Memorial Hospital

John Sciacca
Brattleboro Subaru

Deane Wilson
Southern Vermont Wellness

Brattleboro Downtown Alliance Board of Directors

Jennifer Aberico
Community College of Vermont

Francesca Bourgault
Windham Movement Apparel

Mike Ekblom
Saga Communications

Sue Fillion
Town of Brattleboro

Steve Heim
Heim Properties LLC

Stephanie Huestis
Brattleboro Savings & Loan

Akosua Hyako
SIT

Peter F. May
Peter F. May Consulting International

Kate O'Connor
Brattleboro Area Chamber of Commerce

Annie Richards
AWR Associates

Claire Renaud
Berkley & Veller

Erin Scaggs
Elliot St. Fish & Chips

Greg Worden
Vermont Artisan Designs and Kitchen Sync

REQUEST FOR PROPOSALS
MARKETING SERVICES
JULY 2019

RFP ISSUE DATE: July 22, 2019

PROPOSALS DUE BY: August 19, 2019

SEND TO: Submitted no later than 5pm on August 19, 2019 to the following email addresses: kate@brattleborochamber.org and stephanie@brattleboro.com.

WHO WE ARE: The Brattleboro (Vermont) Community Marketing Initiative is a collaboration between the Brattleboro Area Chamber of Commerce (Chamber) and the Downtown Brattleboro Alliance (DBA). We are comprised of an 11-member project team with the objective of developing and implementing a marketing plan for the town of Brattleboro, Vermont.

For the purposes of this RFP, the fiduciary agent will be the Brattleboro Area Chamber of Commerce

WHAT WE WANT: We are looking for proposals that will utilize a $42,119 total budget over a 12-month period. The contract period would be for 12 months with the possibility of renewal.

BACKGROUND: On March 23, 2019, Brattleboro Town Meeting Representatives appropriated the sum of $42,119 for the joint promotion of Brattleboro by the Brattleboro Area Chamber of Commerce and the Downtown Brattleboro Alliance.

GOALS: The purpose of this RFP is to identify a marketing professional that will have the ability to develop and execute a strategic and tactical marketing plan that will attract visitors to Brattleboro to shop, dine, stay and enjoy our town. Given the modest amount of money we have been allocated, we are looking for a creative thinker who can give us the best bang for our limited marketing bucks!

The goal of the overall marketing initiative is to support the growth of tourism in the town of Brattleboro.

SCOPE OF WORK: The marketing professional will:

- Create a five (5) year marketing plan to drive more visitation to Brattleboro. The plan must include a short term, single year implementation plan with usable materials and budget.

- Identify the target audience and create appropriate marketing concepts and messaging that resonates with a wide demographic, paying careful attention to diversity and inclusion.
- Develop systems of measurement for short-term success that will feed into longer range goals and objectives.
- Report to the executive directors of the Chamber and the DBA monthly in writing and/or in person on upcoming campaigns as well as results and analytics.
- Provide a year-end summary of progress and results to the project team.

SUBMISSIONS: Submit any questions and final proposal to the executive directors of the Chamber (Kate O'Connor, kate@brattleborochamber.org) and the DBA (Stephanie Bonin, stephanie@brattleboro.com). Submissions will be accepted until August 19, 2019 with final decision on or about September 30, 2019 (Note: This date is approximate.)

TIMELINE:

RFP ISSUED: Monday, July 22, 2019
PROPOSALS DUE BY: Monday, August 19, 2019
CONTACT AWARDED: Monday, September 30, 2019 (Note: This date is approximate)

A. KEY ASPECTS

1. RFP Corrections or Changes. The project team reserves the right to:

- Modify any date or deadline appearing in this RFP.
- Issue clarification notices, addenda, alternative RFP instructions, forms, and/or other relevant documentation.
- Waive any RFP requirement or instruction for all bidders if the project team determines that the requirement or instruction was unnecessary, erroneous, or unreasonable.
- Extend the proposal submission deadline.
- Overlook or correct any clerical or mathematical errors occurring in this RFP.

Bidders shall notify the executive directors of the Chamber and DBA immediately to report a known or suspected problem with this RFP. Bidders who fail to report a known or suspected problem with this RFP shall submit a proposal at their own risk.

2. Correction of Bidder Information. The project team reserves the right to:

- Request a bidder to submit additional documentation during or after the proposal evaluation process.
- Collect omitted documentation from bidders.
- Waive any immaterial deviation or defect as may be adjudged by the project team in any proposal and allow the bidder to remedy such defects.
- Overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors.

Bidders' failure to adhere to the project team's requests may result in the bidder proposals being determined unresponsive and rejected from further consideration.

3. Cost is a significant factor in selecting the successful bidder, but it is not necessarily the determining factor. A bidder's comparative superior experience and knowledge may result in a bid selection other than the lowest bid submitted.

4. It is understood that no vendor will be compensated for the time spent in developing the bid proposal.

5. At the project team's option, oral presentations by bidders may be required. Bidders will be notified if an oral presentation is required. Bidders may be requested to provide a presentation of the services offered in their proposal. Bidders are responsible for all costs associated with an oral presentation. The bidder will not be compensated by the project team, the Chamber or the DBA.

Bidders should present complete, comprehensive proposals without relying on oral presentations, because the Chamber and the DBA reserve the right to award a contract without further discussions.

6. All materials submitted by bidders become the property of the Chamber and the DBA, which are under no obligation to return any of the materials submitted in response to this RFP. The Chamber and the DBA shall have the right to use all system concepts, or adaptations of such concepts, contained in any proposal. This right will not be affected by selection or rejection of the proposal.

B. BASE CONTRACT TERMS

Contract Period: The contract arising from this request for proposal will be for a period of twelve (12) months with an option to renew for additional twelve-month periods through

written amendment. Proposed start date will be on or around October 1, 2019, but note this date is approximate.

Contract Terms: The selected vendor will sign a contract with the Brattleboro Area Chamber of Commerce to provide the items named in their proposal, at the prices negotiated. Minimum support levels, as well as terms and conditions from this RFP and the vendor's response, will become part of the contract. This contract will be subject to review throughout its term. The Chamber will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their proposal.

C. REQUIRED CONTENT

To aid in the project team's review and comparison of all proposals received, we ask bidder's to provide the following:

1. **Identity of point of contact.** Please identify a single point of contact for clarification of information if needed.
2. **Experience.** Please provide a description of your experience with similar projects.
3. **Understanding of audience.** Please explain your understanding of the target audience paying careful attention to diversity and inclusion and the most efficient way to reach these audiences.
4. **Project plan.** Please explain how you will perform tasks listed in the Scope of Work, including a proposed timeline for completion of required tasks. Specifically, please prepare a proposed work plan organized by key activities, target dates, and deliverables.
5. **Budget.** Please submit a budget that is both realistic and reasonable to complete the scope of work. Proposals shall include a detailed scope of work for services, with a clear cost associated for each piece of the proposal and any related expenses to be billed including advertising placement. No need to detail out hours. Our budget cannot exceed $42,119 for the first 12 months. Please include basic hourly rate for work outside the project scope.

D. PAYMENT PROVISIONS

Once contracts are executed, the Chamber will reimburse contractors for pre-approved expenses. All reimbursable expenses must be documented with receipts. Contractors must bill the Chamber for work performed once a month during all months that work occurs. Payment terms will be net 30 days.

E. CONFIDENTIALITY

Contractors must agree to keep information related to the project team, the Chamber, the DBA and all partners related to this contract confidential. The Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so unless authorized in writing by the Chamber and DBA.

F. ADDITIONAL PROVISIONS

1. Governing Law. All submissions and agreement shall be in conformance with and governed by applicable laws of the State of Vermont.
2. Submission Expenses.
   - Submission Preparation: No expenses associated with the preparation of the submission response shall be borne by the project team, the Chamber or the DBA.
   - Presentations and/or Demonstrations: No expenses shall be borne by the project team, the Chamber or the DBA for oral presentations or demonstrations made by the individual and/or firm.
3. Discrimination. The contractor will be required to agree to comply with all requirements of Title 21, Chapter 5, Sub-chapter 6, Section 495A relating to fair employment practices.
4. Statement of Rights. The project team, the Chamber and the DBA reserve the right to accept or reject any and all submissions, with or without cause, and the individual and/or firm shall have no recourse. The project team, the Chamber and the DBA reserve the right to waive technicalities to assure the project provides the greatest benefit to the marketing initiative.
5. Submission Price or Best Final Offer. Responses to this RFP will be considered firm for one hundred twenty (120) days after the closing date of submission.

MARKETING PARTNERS

Brattleboro Area Chamber of Commerce
180 Main Street
Brattleboro, VT 05301
(802) 254-4565
www.BrattleboroChamber.org

Downtown Brattleboro Alliance
P.O. Box 961
Brattleboro, VT 05301
(802) 257-4886
www.Brattleboro.com

Penniless Projects

408 Dover Rd
South Newfane, VT 05351
P 206.724.8041
W www.pennilessprojects.com

Contact Person

Daimian Lix
Creative Catalyst
P 206.724.8041
E daimian@pennilessprojects.com

penniless projects
positive communications

BRATTLEBORO COMMUNITY MARKETING INITIATIVE

Brattleboro Area Chamber of Commerce
Downtown Brattleboro Alliance

Prepared for

Kate O'Connor - Chamber Executive Director
E kate@brattleborochamber.org

Stephanie Bonin - DBA Executive Director
E stephanie@brattleboro.com

Proposal V3 Issued
10.25.2019

Proposal Valid To
11.16.2019

Confidential

206.724.8041 / daimian@pennilessprojects.com / www.pennilessprojects.com

September 2019

Penniless Projects
408 Dover Rd
South Newfane, VT 05351
206.724.8041

Thank you for the opportunity to submit a proposal for the Brattleboro Community Marketing Initiative.

Our business, Penniless Projects, an integrated marketing communications group, relocated permanently from Seattle to South Newfane two years ago fulfilling a lifetime dream for both of us to live in southern Vermont. Maia is a graduate of the World Studies program at Marlboro College and School for International Training (SIT), and Daimian visited the area as a youngster with his Upstate-bred parents. Both of us have been dreaming about southern Vermont for years.

Having recently returned to southern Vermont after working for a decade in marketing campaigns that focus on economic and community development via diversity and attraction, we are able to view Brattleboro both from a long term cultural perspective and with fresh eyes to appreciate what's glittery as well as the treasures that may not immediately meet the eye. We also think that Brattleboro is sexier than it may think it is. And that makes it more fun.

We have extensive experience working on similar projects to promote tourism and economic development. We have had great success, with some of the most challenging demographic areas. With our local residency, knowledge, and connections coupled with our qualifications and vision, we believe that our team will not only meet the goals and expectations of the town of Brattleboro, but far exceed them. We are local and available to meet you at your convenience.

Thank you for your consideration.
Sincerely,

Daimian Lix
Creative Catalyst, Penniless Projects
daimian@pennilessprojects.com

206.724.8041 / daimian@pennilessprojects.com / www.pennilessprojects.com

The Team

penniless projects
positive communications

Penniless Projects is an integrated marketing communications group founded in 2010, specializing in projects that benefit communities large and small. We are passionate about our clients who align with the same ideal. Our mission is to elevate the image and position of our clients by facilitating the conversation with internal and external audiences for the purpose of achieving the greater good.

Daimian Lix
Co-founder, Design, Creative Catalyst
Role: Project lead, concept development, web design.

Daimian is an accomplished graphic and web designer, photographer, and visionary working within his field for over 10 years. Specializing the process of developing brand identity and creating integrated campaigns for digital and print, Daimian conducts exhaustive research to analyze technical and marketing trends that he can leverage for our clients, earning him consistent accolades on his work.

His efforts are instrumental in the success of place-based advertising campaigns including Only In Seattle, Plate of Nations dine around, and the "Hello Othello" economic development campaign, among others. His local roots are growing with a photography studio that he opened at the **Cotton Mill** in Brattleboro last year, where he produced a series of portraits celebrating the small business entrepreneurs of the iconic building. His work can be seen across the globe.

Maia Segura
Principal, Strategic Marketing
Role: Research specialist, concept development, analytics support.

Maia loves to solve a marketing problem and knows the only way to do it is to dig deep into the audience, provide situational context, and learn from stakeholders. On a community level, her passion for diversity, inclusiveness, and dogged research have built strategic marketing plans that have positively changed perceptions of communities with even the toughest reputations.

As an award winning journalist for *Vermont Business Magazine* and *Brattleboro Reformer* along with many years of sales and marketing management combine with a BA in World Studies from **Marlboro College** and **School for International Training** (SIT), and Master of Science with high honors in Integrated Marketing Communications from the Reed School of Media at West Virginia University, to give Maia the unique ability to integrate what's happening on the ground here in Vermont with her clients' concrete goals.

Lynn Barrett

President & Founder of Primetime Concepts, Inc.
Role: PR Consultant

Lynn Barrett's PR specialty is the application of her expertise to the marketing of destinations and travel services. She has been involved in everything from the marketing of single states or regional centers to travel trade organizations, including the American Society of Travel Agents.

Lynn has high level contacts with the travel press, has organized successful press trips and travel events to generate major coverage in broadcast, magazines, newspapers, social media, etc.

Named one of 23 VIPs in Windham County, she is former president of the board of BCTV and is a board member. She is citizen's commissioner for tourism for Windham Regional Commission. She publishes *Vermont Arts & Living magazine* and is editor of *Okemo Valley Magazine*. She works with local clients including M&S Associates/Stevens & Associates (The Putnam Block); Okemo Valley Regional Chamber of Commerce; Great Hall, Springfield, VT, among others.

Creating and developing marketing, public relations, partnering programs to position Southern Vermont as a destination. One project included:

Marketing an event to boost Tourism/Economic Development and Agricultural Awareness: Primetime designed a multi-faceted public relations program for sponsorship of the first-ever Strolling of the Heifers cow parade and festival for its client, Southern Vermont. The sponsorship created awareness for the Web site around the world through in-kind advertising campaigns by media partners and major placements in print and broadcast media including Good Morning America, CNN and the Today Show. The Stroll has been selected as one of Vermont's top ten events by the Vermont Tourism Industry.

Proposed Scope of Work

Project Deliverables

- Project Development and Research
- Campaign Design
- Micro-Campaign Placement
- Quantify Success - Tracking
- Flex Campaign for Future Use - Create Assets
- Website Design - 2-3 page website

206.724.8041 / daimian@pennilessprojects.com / www.pennilessprojects.com

Scope of Work Continued

1

Project Development and Research

Penniless Projects will research specifics on best practices for micro-campaign runs and how best to approach the project. By looking into similar projects and speaking with PR partners and community members, we will determine the best course of action for placement, outreach, and the launch of a planned campaign.

Preliminary research has already been done for this proposal, however, more will be required. Penniless Projects will want to speak with key stakeholders, business and industry leaders in and around Brattleboro. We may ask for the DBA and the Chamber to help facilitate interviews.

2

Campaign Design

Through conversations and research, Penniless Projects will begin designing a complete campaign to launch and track to quantify success.

This campaign design will be entirely an outward facing campaign to draw visitors to the area through print/online ad buys and public relations, as well as a social media efforts.

A first draft campaign is included in our proposal (page 9-14), based on our own research and experience with community and design projects.

LOVE BRATTLEBORO

The Love Brattleboro campaign is a charge, a challenge, a statement, a command. It's also a love letter from the town itself, to the people staying, playing, and enjoying all that Brattleboro and the surrounding areas of Southern Vermont has to offer.

Based on past campaigns that have been utilized, we believe that this concept can be a nod to efforts, such as "I ♥ Brattleboro" while standing on it's own by having the flexibility to focus on specific campaigns through color, texture, and imagery.

By removing the "I ♥" and changing to simply, "Love", this takes away the "why" and the need to explain why you love it. It turns the statement into an action and a charge to love Brattleboro as a whole and unconditionally.

This campaign is designed to focus on local businesses, artists, events, and anything else that shows love for Brattleboro and surrounds. By using images taken specifically for the campaign, or submitted by visitors, the campaign will produce hyper-local imagery. Combined with local statistics of the area, the graphics will provide overviews of Brattleboro and inviting and welcoming attractions to love.

Statistics of the area should be researched, gathered and stated on the campaign graphics, "1000+ art and culture happenings each year." - "4 award winning distilleries", etc. Statements can also be combined to create supporting statements, "36 family farms supplying over 40 restaurants." - "12 local breweries, supplying 26 local bars." - "16 local events, supporting 100's of artists.", etc.

All graphics created should also label the location to provide the occasion to partner with local businesses and groups in promotions. This will help create partnerships within the campaign for the opportunity of donated images for use.

Scope of Work Continued

3

Campaign Placement

Once the Love Brattleboro concept and designs are set, a campaign will be proposed to roll out to a specific audience through partners and advertising choices.

All print ad choices will be researched and chosen by publication to reach specific audiences. Digital ad choices will be filtered by chosen regions, lifestyle, and interests of our proposed audience.

Online Engagement

A simple campaign website with a custom domain name (lovebrattleborovt.com) will be created to showcase amenities of the area. Website will be built as a placeholder with links to both the Downtown Alliance and the Chamber websites. All print ad buys for this campaign will include a custom domain to drive traffic to this website, and allow us to track engagement. Online ads will "click through" to this site adding another level of tracking.

Using a custom hashtag to share the love on social media (#lovebrattleborovt), posts can be procured and tracked across platforms. The use of the hashtag can also be combined with a contest to giveaway gift certificates or other prizes to gain more involvement and ultimately, more visitors to local businesses and the Brattleboro area.

Furthermore, a custom social media hashtag and SnapChat geotags can be implemented to engage with visitors.

LGBTQIA+ CAMPAIGN

A draft design of the Love Brattleboro campaign for a specific audience is included in this proposal. We focused on the LGBTQIA+ community for this draft design, as we believe this would be a great place to start. By focusing attention on this community through an ad campaign utilizing a custom flex of the Love Brattleboro graphic, and professional/procured imagery, Brattleboro can position itself as a destination to go, stay, and play.

Why prioritize the LGBTQIA+ market?

For almost two decades, since Vermont became the first state to legally recognize same-sex marriage by legislation, the state has had a special place in the heart of the LGBTQIA+ community. Since then, Vermont has continued to demonstrate its inclusive attitude with many progressive laws and initiatives. Long before all of that, Brattleboro was home to a thriving local LGBTQIA+ community. But somehow Brattleboro has not made it on to the literal Vermont LGBTQIA+ travel maps housed on the state's vermontvacation.com/LGBT and its partner vermontgaytourism.com.

But why is this market worth pursuing? In the USA in 2018, the LGBTQIA+ annual tourism spend was $63.1 billion dollars with a growth rate of almost 2% each year. This segment is recognized to travel more often and demonstrate higher-than-average patterns of spending.

Several trends play into favor when courting the LGBTQIA+ travel market.

Gay and Lesbian Americans are getting married more often. Today, 17% of gay men and 16% of lesbian women are married compared to 8% of adult gay men and 14% of adult lesbian women in 2007. Couples frequently travel to get engaged, and honeymoons are often one of the most memorable trips of a lifetime, from which inclusive Vermont has benefitted for almost 20 years. Following the ceremony, same-sex honeymoon bookings have increased by 279% from 2011 to 2016, and 80% of couples in the United States of America are expected to take a major vacation in the 12 months following their wedding ceremony.

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Scope of Work Continued

LGBTQIA+ families are another growing segment. This segment represents an area of cross-over marketing for a less targeted campaign.

Millennial LGBTQIA+ travelers tend to be more open and comfortable about their sexuality. These travelers are most likely to want to be marketed to as part of mainstream advertising, giving an opportunity for more cross-over campaigns.

Why Brattleboro?

Succinctly put by Juan Juliá, founder and president of Axel Hotels, **"This segment can be a powerful vehicle for economic development, social inclusion and the competitiveness of tourism destinations."**

One study of the British LGBTQIA+ travel market found that two thirds (63%) refused to visit somewhere with an unwelcoming attitude towards the LGBTQIA+ community. Brattleboro is the opposite of unwelcoming, with the area's long history of supporting social equity and inclusion which makes it an open and welcoming place for people of a wide variety of backgrounds and identities.

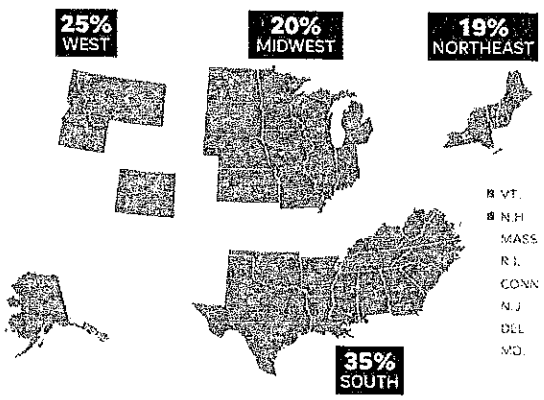
In addition, Brattleboro's long and well-established LGBTQIA+ community, as well as an up and coming younger community make up the very fabric of the Brattleboro culture. There are many LGBTQIA+ business owners, and a growing number of queer events like drag shows and dance parties, as well as home to some almost iconic LGBTQIA+ Brattleboro-area destinations like Frog Meadows resort and the popular "Indian Love Call" swimming hole on the Rock River.

And certainly, Brattleboro has a thriving arts scene that cannot be over-emphasized. Younger folks that identify as non-binary, alongside those that are akin to more "traditional" LGBTQIA+ identities, are front and center in the rich and highly visible arts and culture community here, contributing significantly to the almost countless cultural events that occur each year.

By Brattleboro appreciating and accepting the diversity of our fellow human beings, it gives us a richness in our own lives we cannot have otherwise. Brattleboro must focus on love and inclusivity to share our innate freedoms and ease of living others may not experience in their own day to day.

Where US adult LGBTQ population lives

Indicates majority-rural state[1]



1 — States where, in a majority of counties, a majority of people live in rural areas

SOURCE Movement Advancement Project with data from the U.S. Census Bureau and The Williams Institute; NOTE Does not add to 100 due to rounding

George Petras/USA TODAY

Scope of Work Continued

Campaign Strategy

Concentrate on marketing to a wide, inclusive community of travelers, and specifically target the LGBTQIA+ community in the New England states through print and online ad buys. A disproportionately high concentration of the LGBTQIA+ population is located in a few New England States. Rhode Island and Massachusetts are home to particularly well-established and well-off LGBTQIA+ communities, so we recommend targeting in these areas in particular.

Additionally, we would partner with the Vermont Board of Tourism via its Vermontvacation.com/lgbtq website, as well as Vermont Gay Tourism to create the impression of a greater critical mass of LGBTQIA+ friendly destinations and events in the Brattleboro area.

We would focus on universal Southern Vermont themes to capture a wide variety of travelers (as well as the local market) but create LGBTQIA+ specific parallel content. For example, if content contains information about weddings, alternating images between heterosexual and homosexual couples getting married can have a significant impact on potential LGBTQIA+ guests. Creating content featuring LGBTQIA+ business owners in advertising will also have a strong impact.

However, it's important to note that because Millennials tend to be more open about their sexuality and expect the same from travel destinations, they may be more likely to prefer mainstream advertising campaigns, rather than campaigns that treat them as a separate group.

We suggest focusing on web and print advertising to be able to track numbers and measure success, as well as a hashtag contest that includes a gift certificate prize once a month to build an image library along with buzz, and track whether gift certificates are used.

4

Quantify Success - Tracking

Producing a campaign with both print and online ads as the main objective for this proposal will narrow the focus and allow the data from the campaign to be analysed for the continuance of the campaign and the design of future campaigns focused on separate audiences. We will focus on print distribution, web click-throughs on web ads, designated website interactions (analytics installed on website), engagement through social media, and editorial/story placements in selected media.

The custom hashtag and social media presence will ensure visitors remain engaged with the campaign. Tracking success of the campaign can utilize data from the rooms & meal tax and will ultimately provide the best data, but this will take time, well after the campaign run.

5

Flex Campaign for Future Use

The beauty of this campaign is the ultimate flexibility. Draft designs of the potential of this are included in this proposal. The Love Brattleboro graphic can be presented in multitudes of colors and shades, can be overlaid with custom graphics for events, and underlaid with images for specific context and campaign options.

Promotional items like rack cards and stickers should be produced and placed in area tourism hotspots like the VT Welcome Center and be made available to the VT Office of Tourism to engage visitors and media.

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Project Summary

Basic Concept

Love Brattleboro VT: Inspire the desire for travelers and tourists to come to Brattleboro and come to love welcoming and inclusive Brattleboro through its key attractions, events, and activities, focusing on the arts, food and beverage, outdoors, local purveyors, and eclectic venues.

Segments:
Wide appeal campaign
Targeted LGBTQIA+ mini-campaign

Targeting:
We will research the demographics of our target markets and identify key media outlets to ensure that they align with our mission of reaching a wide audience of potential travelers, primarily in the drivable New England area, as well as a mini-campaign target audience of LGBTQIA+ travelers. We will also utilize key words for online advertising and social media efforts.

Geographic targeting may include Philadelphia, PA; Pittsburgh, PA; Boston, MA; Cambridge, MA; Northampton, MA; Provincetown, MA; Providence, RI; Saratoga, NY; Montreal, Quebec, as well as other areas of Vermont and New Hampshire.

Research: We will research local events, features, and businesses to identify key attractions that will lure visitors to Brattleboro focusing on unique local flavors and for the mini-campaign specifically identifying LGBTQIA+ businesses and activities.

PR focus:
Two main themes promoting Brattleboro as a destination for love:
1. Love Brattleboro Style: Valentine's Day (Love Crawl, hotels, restaurants), wide appeal and LGBTQIA+ focus.
2. Weddings in Brattleboro (non-traditional venues, catering, flowers, local producers, things for the wedding party and visitors to do including arts, food, outdoors, events) - wide appeal and LGBTQIA+ focus.
3. Press release about tourism campaign; press release about what's hot and cool about Brattleboro now as a wedding destination geared to gay tourism market/media.
4. We will promote story placements via social media to enhance audience reach.
5. Seek spokespeople to support the campaign for radio and/or TV interviews.

Advertising:
1. Integrated print and online campaigns. Identify targeted magazines, guides, and online outlets to promote Brattleboro as a 3-4 season destination. Drive traffic to website and social media featuring seasonal campaigns.
a. Content focus
    i. Wide appeal: Arts, Food & Beverage, Outdoors, Events, Venues.
    ii. LGBTQIA+ Focus: Arts, Food & Beverage, Outdoors, Events, Venues, LGBTQIA+ owned & friendly businesses and venues.

Strategies: Partnering, & Tracking

Partnering
• Wide appeal: Partner with VT State Tourism to promote content created for the campaign.
• LGBTQIA+: VT Gay Tourism, promote content, help get Brattleboro businesses and destinations on the literal VT Gay Tourism map.
• Media partners: Targeted advertising and editorial outlets that will work with us to get the "biggest bang for the buck" in outreach and impressions like Yankee, Boston Globe, Pride media which is home to six LGBTQIA+ publications. Partners closer to home with wide audienes might include outlets such as VtDigger, Keene

Project Summary Continued

Sentinel, Greenfield Recorder, WRSI, etc.

Print

• Rack card for 2-3 seasons to 2-4 targeted, highest trafficked VT Welcome Centers, local hotels. Rack card might be themed around places we love to stay, eat, enjoy, take a class, etc.

• Advertising/ Editorial (or Advertorials): Magazine placements with a minimum of two 1-month campaigns.

o Advertising and proactive pitching of story ideas/ advertising placement.

• Wide Audience - Examples: Vermont Arts & Living, UpCountry, Yankee, VT Guide, Travel editors in key markets -- Boston Globe, NY Times, LA Times, etc.

• Targeted LGBTQIA+/ Queer Audience – Examples: Rainbow Times (New England's largest LGBTQ publication), Pride Media (Out, Out Traveler, Pride, Advocate)

Tracking tools: Circulation/Distribution, story placements/audience reach.

Digital

• Landing page: Feature seasonal campaigns and links to local resources such as Brattleboro Chamber and Downtown Brattleboro Alliance sites, relevant media/PR stories, and social media feeds.

• Advertising/ Editorial (see above): Online magazines 3/3 month campaigns.

• Blogs

Tracking tools: We and our advertising/editorial partners will capture unique visitors, geographic locations and referral pages, time spent on pages, click-throughs.

Social Media

• FB Page

• #hashtag

• Instagram

• Snapchat Geofilter

Tracking tools: We will track analytics including unique visitors, geographic locations page/post visits, sharing, interactions.

Reporting:

Data will be presented in a bi-monthly written report. The ultimate tracking tool will be a rise in the rooms and meals tax, but any tourism outreach campaign will take time to build so a significant change will unlikely be felt within the short term of this campaign effort. However, our report will include progress indications via analytic numbers and content samples, with before and after benchmarks.

Eye on the future:

We believe that this campaign sets Brattleboro up for a permanent spot in the gay tourism market. Below are some ideas to consider for the future.

• Additional fodder could be sought for a larger "Insiders" guide to Gay Brattleboro. We would seek sponsors to support such a guide. Information gathered (with or without such a guide) will be great research/fodder for pitching stories to major media.

• Seek additional funding from local businesses for special "pride" events/advertising to enhance the campaign efforts and reach (for example Pride Media has a $5,000 minimum ad buy).

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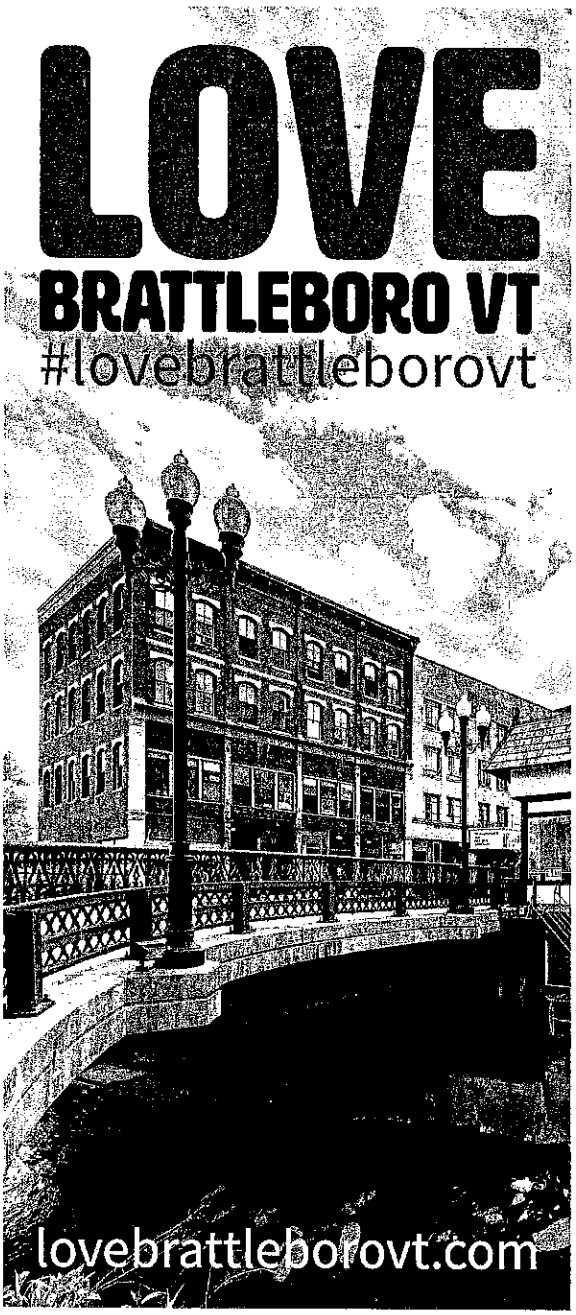
Love Brattleboro - Concept - Rack Card



BRATTLEBORO VT

Vestibulum id ligula porta felis euismod semper. Morbi leo risus, porta ac consectetur ac, vestibulum at eros. Donec ullamcorper nulla non metus auctor fringilla. Nulla vitae elit libero, a pharetra augue. Sed posuere consectetur est at lobortis.

16 ANNUAL EVENTS

36 RESTAURANTS

48 RETAIL STORES

3 SKI AREAS

120 VACATION RENTALS

4 BREWERIES

836 MILES OF TRAILS

368 ARTISTS & MAKERS (and growing)

Vestibulum id ligula porta felis euismod semper. Donec id elit non mi porta gravida at eget metus. Donec id elit non mi porta gravida at eget metus. Praesent commodo cursus magna, vel scelerisque nisl consectetur et. Morbi leo risus, porta ac consectetur ac, vestibulum at eros.

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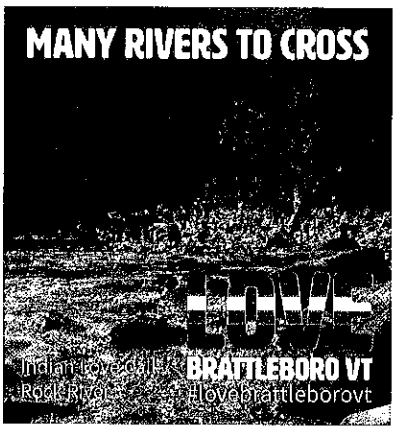
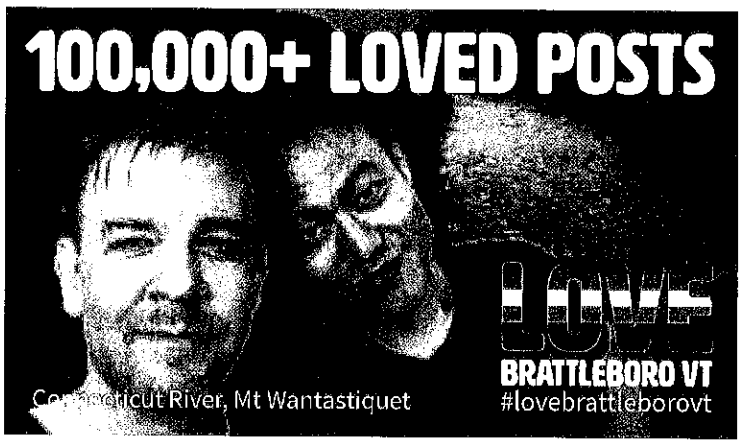
Love Brattleboro - Concept - LGBTQIA+ Campaign





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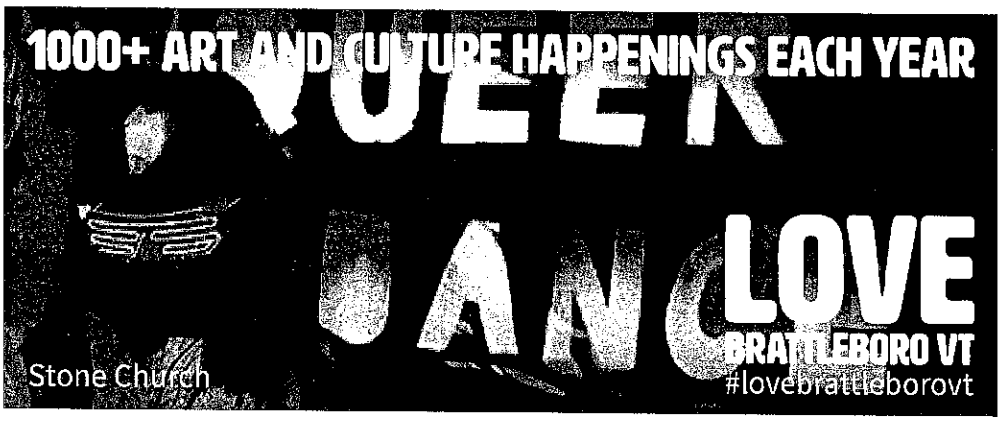
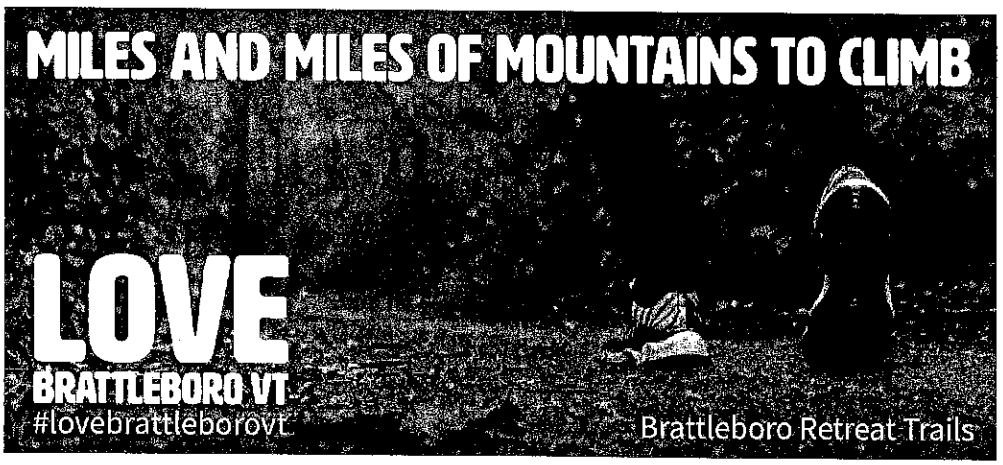
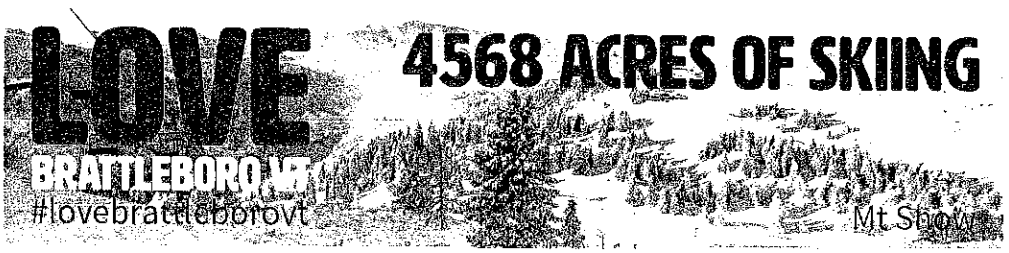
Love Brattleboro - Concept - Web and Print Ads







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Love Brattleboro - Concept - Web and Print Ads

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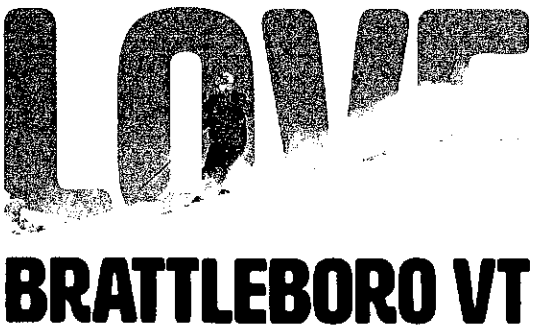
Love Brattleboro - Concept - Events and Images



Love Brattleboro - Concept - Colors (infinite)

LOVE
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Project Budget

Consultant Fees - Total	Personnel	Hours	Rate	Total
Project Primes	Penniless Projects	230	100	$23,000

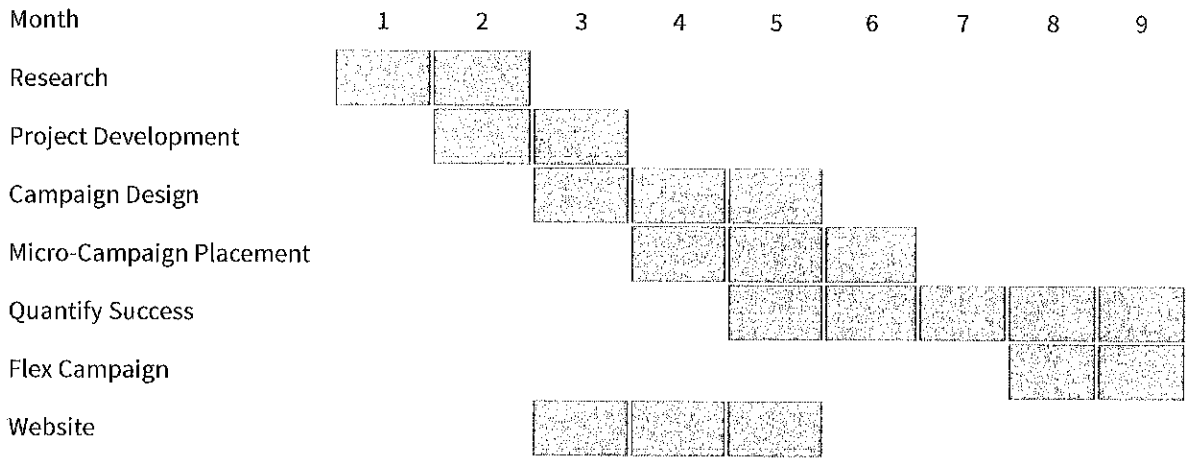
Penniless Projects Components	Hours	Rate	Total
Project Development and Research	50	100	$5,000
Campaign Design	60	100	$6,000
Ad Buys and Placement	40	100	$4,000
Website Design - 2-3 page website	20	100	$2,000

Project Management	Hours	Rate	Total
Project Communications & Meetings	20	100	$2,000
Evaluation Reports	40	100	$4,000

With this proposed budget for consultant, the remaining budget ($21,119) will be earmarked for digital and print ad buys, campaign photography, promotional items and contest giveaway items. (estimated costs)

Estimated Budget - Remaining funds after consultant fee	Total
Total asset/ad budget	**$21,119**
Targeted print/digital ad buys	$11,619
PR writing & placement	$3,500
Photography - People and Places	$2,500
Rack Cards/Stickers	$1,500
Gift Certificate Giveaways	$1,000
Social Media ad buys	$1,000

Project Timeline



Research

Month 1 - 2: Research
Penniless Projects will conduct research on similar campaigns and talk with stakeholders to craft message.

Project Development

Month 2 - 3: Project Development
Penniless Projects discuss findings with the DBA and the Chamber to create a plan of action for advertising and promotional materials.

Campaign Design

Month 3 - 5: Design
Penniless Projects will craft campaign designs for use in campaign. Draft designs will be edited and design will take into consideration the plan of action and chosen advertising placements.

Social media designs and promotional materials plan will be put in place.

Micro-Campaign Placement

Month 4 - 6: Placement
All designed materials will be placed in chosen markets and with publishers.

Quantify Success

Month 5 - 9: Quantify
Once ads are placed and hashtags are being utilized, all traffic will be tracked where available to utilize data on consecutive campaigns.

Flex Campaign

Month 8 - 9: Flex
Keep the good work rolling! Discuss possibilities of new campaigns and designs.

Website

Month 3 - 5: Website
Website is recommended to be built during the design phase. Website should remain very simple with minimal management needed.

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Relevant Work

Othello identity, digital and print use.

O! Hello Othello 2013 - 2017

Goal: Create iconic identity for the Othello neighborhood in Seattle to kick-start healthy, inclusive economic development through tourism, new development, and business attraction and retention. Build community website [illegible] to attract businesses and residents.

Responsible for identity development and design of integrated promotional website, digital, and print campaigns to help achieve local and regional economic development goals; inclusive outreach leveraging community, business owner, and stakeholder relationships to develop unique, authentic identity and gather excitement throughout diverse communities; retained for continuing marketing efforts.

Results: By uncovering unique, authentic place-based attributes and activities, campaign efforts have **increased retail and restaurant sales from new and returning visitors** to the area; inspired **skyrocketing community pride** across cultural and social segments creating a more welcoming environment for visitors; **increased private and public investment in community and economic development, public art, and infrastructure**; inspired new developers to integrate community identity elements into building designs; **media coverage** on National Public Radio, local television and news outlets; **recognition** from Seattle Office of Economic Development, and Seattle Mayor's Office. Identity has been translated to 60 different languages throughout the community and is the foundation for multiple local festivities.

Reference: Sarah Valenta, Manager, Community & Business Development, HomeSight
phone - 206.760.4213
email - sarah@homesightwa.org

Relevant Work

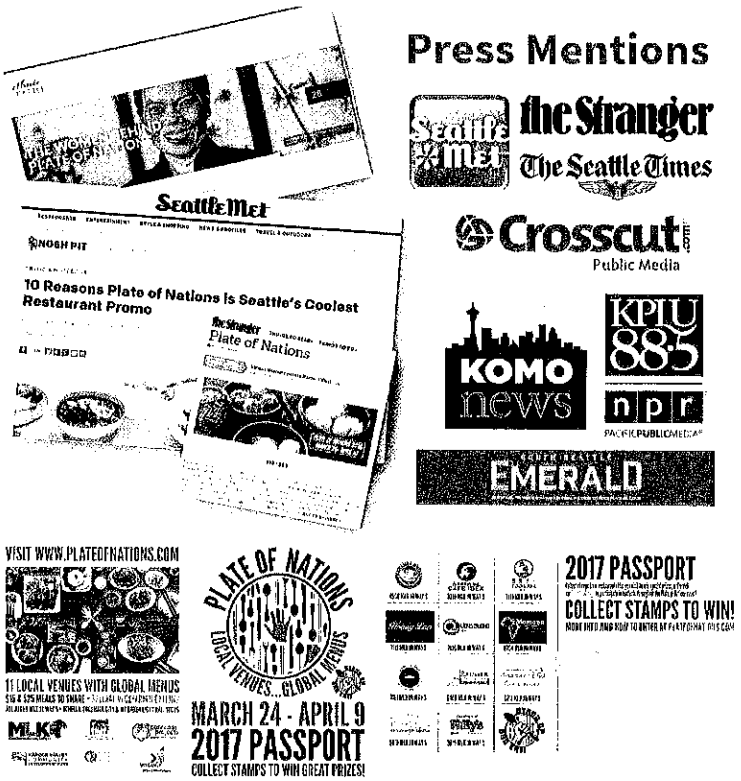


Plate of Nations Identity, "passport", and press mentions.

Plate of Nations 2010-2017

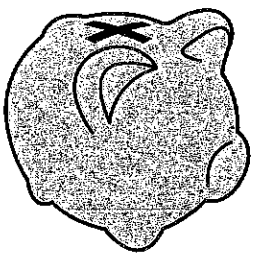
Goal: Create event identity, advertising and outreach campaign to create a new event to raise awareness and drive increased retail sales for businesses in an area with a rough reputation.

Responsible for crafting identity and messaging for new annual event; integrated event design with sponsoring organization branding and communications; created community event website www.plateofnations.com, digital and print advertising executions, create and deploy social media campaign; marketing plan included media planning, public relations, traditional and ethnic media outreach, and direct mail targeting tourists, locals, foodies, and "Urban Adventurers."

Results: Double digit increase in attendance and retail sales year over year for each year of the event; drew participation from individuals from 41 Seattle neighborhoods and 29 cities in WA, 2017; enthusiastic support from local and regional media; recognition from the City of Seattle Mayor's Office; brought in tens of thousands of dollars each year in new revenue to the area.

Reference: Dr. Julie Pham, Plate of Nations Founder; Former President, MLKBA
phone - 425.442.4921
email - jpham@washingtontechnology.org

Thank you
for your consideration!



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positive communications

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