



AGREEMENT BETWEEN: KOLI COMMUNICATIONS AND MENDOCINO COUNTY TOURISM COMMISSION

MENDOCINO COUNTY TOURISM COMMISSION agrees to appoint KOLI COMMUNICATIONS as its professional counsel to handle marketing and public relations activities for a period of 12 months commencing July 1, 2020 through June 30, 2021. Both parties agree to the following terms:

- KOLI COMMUNICATIONS will execute mutually agreed upon marketing and public relations activities in support of MENDOCINO COUNTY TOURISM COMMISSION'S marketing goals. These activities may include, but are not limited to strategic planning, development and distribution of media materials, media relations, familiarization programs, events/promotional programs, copywriting and general marketing and public relations counseling. The scope of activities will be determined by the allocated budget.
- KOLI COMMUNICATIONS will charge MENDOCINO COUNTY TOURISM COMMISSION a monthly retainer of \$7,500.00 for the period of July 1, 2020 through June 30, 2021. This fee includes a four percent (4%) outlay against internal direct costs with professional services charged at a blended hourly rate of \$150.00. An activity timeline will be created scoped to this budget and agreed upon by both parties. Should additional public relations opportunities arise, KOLI COMMUNICATIONS will seek client approval to modify said timeline as needed. Additional projects/programs executed on behalf of the MENDOCINO COUNTY TOURISM COMMISSION will be budgeted separately for client approval.
- KOLI COMMUNICATIONS agrees to apply said four percent (4%) of agreed-upon fee toward direct costs in association with this contract to include office supplies, fax, photocopy, internet vendors, telephone, express mail, Cision/Vocus, Constant Contact and hospitality-related subscriptions and/or annual dues. Any additional operational expenses for travel on behalf of MENDOCINO COUNTY TOURISM COMMISSION'S initiatives will be pre-approved and billed separately for reimbursement.
- An invoice for professional services will be pre-billed on the first of each month with a 30 day net. A service charge of 2.5% per month will be assessed on all outstanding balances over 30 days. In the event that collection proceedings are necessary, MENDOCINO COUNTY TOURISM COMMISSION agrees to pay reasonable attorney's fees, costs and expenses incurred by KOLI COMMUNICATIONS in pursuit of monies due and payable.
- MENDOCINO COUNTY TOURISM COMMISSION agrees to and hereby does indemnify KOLI COMMUNICATIONS against any damages, costs and expenses including reasonable attorney's fees incurred in defending against any action arising out of the release of materials previously cleared and approved for and on behalf of MENDOCINO COUNTY TOURISM COMMISSION or media property visits scheduled by KOLI COMMUNICATIONS. MENDOCINO COUNTY TOURISM COMMISSION hereby expressly holds KOLI COMMUNICATIONS harmless from any such damages, costs and expenses.
- This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California. All disputes under this Agreement shall be brought to mediation or arbitration with JAMS in San Francisco.

- KOLI COMMUNICATIONS agrees to maintain strict confidentiality regarding all client activities and operations except for that information approved for release to the media and/or other approved audiences.
- This contract may be canceled upon sixty (60) days' written notice by either party.

AGREED TO AND ACCEPTED BY:

Travis Scott, Executive Director
MENDOCINO COUNTY TOURISM COMMISSION

Koleen C. Hamblin, President
KOLI Communications