

**CONTRACT FOR SERVICES
OF INDEPENDENT CONTRACTOR
FOR MARKETING AND PUBLIC RELATIONS SERVICES IN VIRGINIA CITY, NEVADA**

A Contract Between the Virginia City Tourism Commission (VCTC)
P.O. Box 920
Virginia City, NV 89440
Phone: (775) 847-7500

And

RAD Strategies, Inc.
5421 Kietzke Lane, Suite 100
Reno, NV 89502
775- 989-6333

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions, or institutions to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of a Contractor is both necessary and in the best interests of the Virginia City Tourism Commission;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by Virginia City Tourism Commission.

2. DEFINITIONS.

"Commission" means the Virginia City Tourism Commission, a Fair and Recreation Board, established pursuant to NRS 244.599 by Storey County, a political subdivision of the State of Nevada. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

"Contractor" refers to RAD Strategies, Inc, a private entity that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract.

"Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "

3. CONTRACT TERM. This Contract shall be effective from November 1, 2022 to October 31, 2023, unless sooner terminated by either party as specified in paragraph 10.

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: FEE SCHEDULE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in Attachment A with payments made in accordance with the fee schedule set forth in Attachment B. The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than July 15 of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents, as are necessary to fully disclose to the Commission, County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Comptroller, State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum six (6) years,. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Virginia City Tourism Commission, state and/or federal sources. The Commission may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired or the Contracting Agency does not appropriate funds for this contract

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- iv. Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with paragraph twenty-one (21).

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party" harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

15. PATENT AND COPYRIGHT INDEMNITY. Contractors shall indemnify and defend Commission against any claims that the Work Product (defined below) delivered to Commission pursuant to this Agreement infringes any United States or Canadian patent or copyright, provided that Contractor is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim, provided the Agreement between the parties has not been terminated, Contractor shall, in its reasonable judgement and at its option and expense: (a) obtain for Commission the right to continue using the work product; (b) replace or modify the work product so that it becomes non-infringing while giving equivalent performance; or (c) if Contractor cannot obtain the remedies in (a) or (b), as its sole obligation, Contractor will terminate the license of the infringing Work Product and return only the services fees paid by Commission for such work product. Contractor shall have no liability to indemnify and defend Commission to the extent (c) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of

Commission, (d) the alleged infringement is the result of a modification made by anyone other than Contractor; or (f) Commission uses the work product other than in accordance with this agreement.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct all aspects of its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Commission whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the Commission shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the Commission; (4) participation or contributions by either Contractor or the Commission to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the Commission. Contractor shall indemnify and hold Commission harmless from, and defend Commission against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, consultants, nor representatives shall be considered employees, agents, or representatives of the Commission. The Commission and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE. Contractor shall, at the Contractor's sole expense, procure and maintain a policy of General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 or as may be required by the VCTC Tourism Director.

General Requirements:

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Commission. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Commission.

- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the Commission, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. Other Requirements. The insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made. The insurance company shall be currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to Commission:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees, and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized to bind coverage on the insurers behalf. The Commission project/contract; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the Commission with replacement certificates as described within INSURANCE section noted above.

Review and Approval: Documents specified above must be submitted for review and approval by the Tourism Director prior to the commencement of work by Contractor. Neither approval by the Commission nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach, or the actual waiver of any particular breach of the Contract, or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. Contractor shall neither assign, transfer, nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the County.

21. CONFIDENTIAL INFORMATION.

A. DEFINITION: Any and all information which is disclosed by either party ("owner") to the other ("recipient) verbally, electronically, visually, or in written, or other tangible form which is identified as confidential. Confidential information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, media lists, employee information and financial information.

B. The Parties agree that confidential information shall be treated as strictly confidential by recipient and shall not be disclosed by recipient to any third party except to those third parties operating under non-disclosure provisions.

C. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, or returned.

22. PROPRIETARY INFORMATION.

A. Contractors' proprietary information. Contractor owns, possesses, and holds a non-transferable, exclusive, limited license with Cision Inc., a Public Relations and Marketing Company, for media lists. That parties understand that media lists obtained through this license are the property of Contractor and Contractor is not obligated to provide lists acquired through this license to the Commission.

B. Commission's proprietary information. Any reports, metrics, histories, studies, tests, manuals, brochures, instructions, photographs, video's, songs, oral histories, recordings, creative content, marketing programs, event planning, negatives, blue prints, plans, maps, data, system designs, or any other documents or drawings, prepared, or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the Commission and all such materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the Commission. Notwithstanding the foregoing, the Commission shall have no proprietary interest in any materials licensed for use by the Commission that are subject to patent, trademark, or copyright protection.

23. RIGHTS TO WORK PRODUCT. Any expression or result of Contractor Services as listed in Attachment "A", Scope of Work, or the work, finding, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, media lists, email lists, and other technical information (collectively "Work Product" created by Contractor in the course of performing the Services hereunder are the property of the Commission. Contractor shall retain the right to sue any Work Product generated under this

Agreement for the purposes of marketing, advertising, awards submissions, case studies, samples, online display, or in any other forms printed or electronic to showcase Contractor's expertise.

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall conform to or exceed the specifications set forth in the incorporated attachments.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Virginia City Tourism Commission and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of the First Judicial District Court, Storey County, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties, and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the par-

ties unless the same is in writing and signed by the respective parties hereto and approved by the Virginia City Tourism Commission.

30. NOTICES.

All notices or other communications referenced under this agreement shall be made in writing to Commission at:

Tourism Director
Virginia City Tourism Commission
PO Box 920
86 South "C Street
Virginia City, NV. 89440

All notices or other communications referenced under this agreement shall be made in writing to Contractor at:

Ronele Dotson
RAD Strategies, Inc
5421 Kietzke Lane, Suite 100
Reno, NV. 89502

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

For RAD Strategies,

Ronele Dotson,

Date: _____

Approved by the VIRGINIA CITY TOURISM COMMISSION

A. Perry, Chairperson

Date: November 10, 2022

ATTACHMENT A

SCOPE OF WORK

1. Strategic Planning and Support
 - a. Develop strategic marketing plans for advertising, public relations and social media, as needed
 - b. Consultation, strategic planning, insights, opportunity sharing
 - c. Consult and strategize on programs designed to educate and equip the local merchants and community on VCTC and tourism-related activities
2. Account Management
 - a. Brand oversight and account management of consultants (Antos Agency, Deitz Media & Marketing, videographers, photographers, etc.)
 - b. Work closely with the VCTC Tourism Director and VCTC Tourism and Events Manager to develop cohesive and successful branding, strategies, and alignment with Storey County strategic planning
 - c. Creative direction, oversight and management
 - d. Develop the agenda and lead the ongoing marketing meetings
 - e. Present and provide required reporting as directed by the Virginia City Tourism Director or VCTC Board of Commissioners at the VCTC Board of Commissioner monthly meetings
 - f. Attend special event meetings, annual retreat, planning sessions
 - g. Provide event marketing content and support for event organizers
 - i. Full marketing and public relations services for all VCTC managed and owned events
 - ii. Liquid Blue Events (LBE) - Provide marketing and public relations support for LBE hosted events as outlined in the LBE contract and agreed with the VCTC Tourism Director
 - iii. Promotion support for events managed by others
 - h. Support annual budget development
 - i. Travel Nevada grant support, review marketing sections of requests, provide required estimates and support materials
 - j. Support VCTC with ongoing merchant outreach and education, including confirming content for media outreach, social media posts, hosting media visits, supporting the marketing efforts, providing educational resources
 - k. Develop and maintain analytic reporting and other tracking tools for project development and implementation including KPIs or industry standard benchmarks for comparison
 - l. Provide updated files, photographs, videos, creative content, and all other marketing and publicity materials to VCTC for archiving and use.

3. Public Relations, Media Outreach, Earned Media, and Influencers.
 - a. Write, edit and distribute all press releases, media advisories and media pitches
 - b. Write and edit copy for ticketed special events
 - c. Develop and maintain customized media lists for targeted distribution by audience type, interest and area, locally, regionally, and nationally
 - d. Follow up on all media requests for information promptly
 - e. Collect and secure all media coverage and provide monthly reporting
 - f. Vet all journalists interested in interviews and help determine story angles, support materials, secure questions, prep interviewees, etc.
 - g. Proactively reach out, secure media interested in covering and visiting Virginia City
 - h. For visiting media, develop an itinerary, secure all arrangements, coordinate with local merchants, and the VCTC, support the journalist in-market and follow up to ensure coverage is achieved
 - i. Maintain all press material including the press kit that includes background information, fact sheets, etc.
 - j. Maintain and update the press room on the website
 - k. Represent Virginia City on media missions, media visits, and other occasions when media are present
4. Social Media Consulting & Management
 - a. Manage, draft, post, respond/comment, engage and support all of the VCTC-owned channels including Facebook, Twitter, Instagram, Pinterest, TikTok, YouTube
 - b. Constant review of platforms, especially keeping up with industry trends and changes, to maximize presence and engagement
 - c. Review engagement analytics and make adjustments or recommendations
 - d. Place, create, manage and evaluate all paid social media ads
5. Email Outreach and Eblasts
 - a. Draft, edit, revise, distribute and monitor monthly newsletter content for Visitor Eblast, Board Meeting Eblast, Piper's Eblast
 - b. Additional newsletters created throughout the year for parades and events targeting prior ticket holders
 - c. Review analytics and proactively suggest adjustments and offer recommendations
6. Paid Advertising
 - a. Consult, develop and oversee the implementation and evaluation of paid branding media buys and mini-campaigns for main ticketed VC-managed special events
 - b. Ensure all creative assets are provided by the deadline to meet the approved schedule
7. Administrative
 - a. Provide estimates for all costs related to creative, media buying and for items outside defined scope of work
 - b. Review the creative and the paid media buy invoices to ensure the costs are accurate based on the agreed-upon and approved budgets
 - c. Track and report retainer hours, time, and work product as part of invoices
8. Other (The following represents activities that come out of this Scope of Work).

- a. Relationship building with VCTC – Board, Director, Business Development Manager, Visitors Center staff, etc.
- b. Maintain relationships with local merchants, to support marketing efforts
- c. Maintain the voice for Virginia City and incorporate throughout all marketing activities (written copy, website, social voice, etc.)
- d. Annually, VCTC is invoiced for a shared cost for the media database subscription service and monthly monitoring for coverage for the fiscal year; annual cost is \$4,500 invoiced mid-way through the current fiscal year

ATTACHMENT B

FEE SCHEDULE

Fee Schedule

- A. Contractor shall provide 42 – 52 hours of service each month for a monthly fee of \$4,150. It is understood by both parties that the hours listed below are estimates of hours that may be worked on each category. Based upon direction of the Commission, actual hours worked in each category may vary from month to month.

Scope of Work	Estimated Monthly Hours	Monthly Fee	Annual Fee
Strategic Planning and Support	2 – 4		
Account Management	10 - 12		
Public Relations, Media outreach, earned media and influencers	10-12		
Social Media Consulting & Management	10-14		
Email Outreach and Eblasts (4		
Paid Advertising	5		
Administrative	1		
	42 - 52	\$4,150	\$49,800

- B. Work under this Agreement shall be discontinued by Contractor without further notice or penalty if any undisputed invoice is overdue to excess of seven (7) days. All undisputed invoices shall be considered late seven (7) days after the due date printed on each invoice. Thereafter a finance charge of 1.5% per month on the unpaid amount of an invoice or maximum amount allowed by law, will be charged on past due accounts. Payments by Commission shall thereafter be applied first to accrued interest and then to the principal unpaid balance.
- C. Contractor's ongoing retainer, and additional project fee invoices shall describe the following: The time period for which work is billed, (2) total hours worked by function and by project, (3) terms and (4) due dates.

- D. Commission shall be responsible for the payment of all hard-costs/out-of-pocket expenses. Contractor shall not extend on behalf of Commission, any more than \$200 at any given time toward hard-cost / out-of-pocket expenses. Therefore, it is the sole responsibility of Commission to provide "Deposit Funds" or a credit card to be used for the exclusive use of Commissions hard-cost/out-of-pocket expenses. Contractor reserves the right at its sole discretion to immediately bill any large hard-cost/out of pocket expenses at any time or to pre-bill client for any anticipated hard-cost/out of pockets expenses prior to incurring said expense. Consultant may bill up to \$200 a month, as needed, without having to obtain prior written approval for day-to-day out-of-pocket incidentals incurred on behalf of Commission. Incidentals include, but are not limited to, photocopies, envelopes, press kit materials, miscellaneous office supplies purchased specifically for Client, parking fees, postal expenses, and shipping fees
- E. Travel outside of the Reno-Sparks, Virginia City, Carson City, and Lake Tahoe region is not included in the fees as specified in the Fee Schedule, Paragraph A. Any travel expenses shall be agreed upon between the Commission and Contractor prior to when such travel takes place.