AGENDA ITEM# 12

Sun Valley General Improvement District
5000 Sun Valley Boulevard
Sun Valley, NV 89433-8229
Phone: (775) 673-2220
Fax: (775) 673-1835

DATE: November 4, 2020

TO: Board of Trustees

FROM: Jon Combs, General Manager

SUBJECT: Discussion and action to approve renewal of Roo Co. Professional Services Agreement for Marketing and Public Relations.

Staff is requesting approval to renew Roo Co. Service Agreement for marketing and public relations services for the District. counsel's request. The agreement term is for one year commencing retroactively to October 1, 2020.

Ms. Glenn is continuing to honor her current service rate of $1,300.00 per month, plus outside media/production cost, if any.

Staff is happy to answer any questions you might have or provide additional information as requested.

Respectfully submitted,

Jon Combs
SVGID, General Manager

Encl: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

The following comprises the entire agreement ("Agreement") between roo co. a Nevada Corporation or "Agency," and the Sun Valley General Improvement District, hereinafter referred to as "Client."

I. AGREEMENT DURATION

This Agreement shall commence October 1, 2020 and shall remain in effect for one year or until either party exercises the right to terminate the Agreement as outlined in Section VIII (Termination of Agreement).

II. SCOPE OF SERVICES

1. Agency will provide the following services for the Client:

    - Coordination of media announcements and interviews with the
    - General Manager and Board of Trustees
    - Coordination of interviews with media outlets
    - Develop emergency media notifications as needed
    - Promotion of District facilities including parks and pools for programs and tenant contracts
    - Develop and distribute announcements regarding programs, events and other SVGID messages
    - Assist with planning and promoting events
    - Work with staff to draft copy for quarterly newsletter and brochures and oversee design and production
    - Assist staff with developing social media messaging
    - Assist staff in developing and distributing surveys as needed
    - Coordinate photo and video marketing materials
    - Attend Board meetings to provide PR and marketing updates

2. Agency will provide separate **price proposal(s)** for any hard costs associated with the above Scope of Services (1) such as television or radio production, design, printing, etc., which must be approved in advance by Client.

3. Should services outside of the Scope of Services (1) be required, Agency will provide a **separate price proposal** to perform those services that must be approved in advance by Client.

4. Agency is hereby authorized to act on behalf of Client in purchasing materials and services required to perform activities ordered by Client. The purchase of the materials shall be done after the Agency has submitted written proposals with all pricing, obligations and services involved and received Client approval. All such materials and services become the property of Client upon purchase and payment in full to Agency.

III. COMPENSATION TO AGENCY

1. For the services outlined under Section II, Scope of Services, Agency will be paid a monthly retainer fee of $1,300 beginning November 1, 2020 ($15,600 annually). Retainer fee does not include outside production costs or costs of media placement.

2. In addition, as stated in Section II, Scope of Services, 2 and 3, Agency will provide separate written proposals for any hard costs such as radio production, printing, etc. and/or for services requested that fall outside of the scope of services and Agency will not proceed with work in any of these areas without Client's written approval.

3. All pre-approved (in writing) outside production handled by Agency will be billed at Agency cost plus the standard commission of 15% (calculated by dividing net cost by .85).

4. All media will be billed to Client at net plus an Agency commission of 15% (calculated by dividing the net media cost by .85). Any fees associated with media placement and subsequent cancellation will be billed to Client at Agency cost.

5. Reasonable pre-approved out-of-pocket expenses incurred by Agency on behalf of Client for shipping, etc., will be billed to Client at Agency's cost.

IV. APPROVAL OF BUDGET

Agency will prepare and submit plans, including production cost estimates, for Client's approval prior to commitment of funds on Client's behalf.

Plans and budgets must be approved by an authorized representative of the Client.

V. BILLING AND PAYMENT PROCEDURE

A fundamental principle on which the spirit of the Agency/Client is based is that the Agency shall finance its own business, but not the marketing communications costs of its clients. It is with that thought that we set forth the following procedures for billing and payment:

1. The monthly retainers will be billed to Client on or about the 25th of the month preceding, due within 30 days.

2. Any production billing will be sent to Client on or about the 25th of each month. Production invoices must be paid by Client to Agency within 30 days of billing. All production is handled on a progress-billing basis unless other arrangements are made. Agency may require 50% prepayment for projects with an estimated cost of $5,000 or more.

3. On or about the 25th of the month, any media placed for the upcoming month will be billed to Client. At the end of the month, once media has been reconciled and checked for accuracy, any adjustments will be made to the prior month's billing. In order for Agency to pay Client media bills in a timely manner, the

media bill must be paid to Agency within 30 days. Until credit is established, payment may be required from Client prior to any commitment made by Agency on behalf of Client.

4. Any unpaid balances after 30 days from receipt of invoice will be considered past due and may be subject to a 2% per month (24 % APR) late charge.

5. Travel on behalf of and approved by Client will be billed to Client at Agency's cost.

6. If all Client billing is paid to Agency according to above schedules and cash discounts are available, they will be passed on to Client. The Agency also will refund or credit to the Client any and all discounts, rebates, differentials and similar credits received by Agency, and will give the Client the full benefit of any savings resulting from quantity or special purchases.

7. Agency agrees to hold client harmless with respect to any claim for payment from any media or supplier for any charges already paid to Agency.

8. Statements shall be directed to a duly authorized representative of the Client.

VI. FAILURE OF SUPPLIERS TO PERFORM

Agency will endeavor to guard against any failure by media or suppliers to properly execute their commitments, but Agency shall not be held responsible for any failure on their part.

VII. CANCELLATION OF PLANS

Agency defends the right of Client to modify, reject or cancel any previously approved plans or work in progress. However, Client agrees to assume liability for all commitments derived there from, and to pay Agency for all expenses relating to previously authorized work, in accordance with the provisions of this Agreement, providing the cancellation of an approved plan is not a result of the Agency's action. If the cancellation is a result of Agency's action, then Client will not be held liable.

VIII. TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon delivery of ninety (90) days' prior written notice to the other party. Should this option be exercised, Agency and Client shall agree upon whether Agency will complete scheduled work on all projects then in progress. If Agency completes such scheduled work to Client's satisfaction, Client shall compensate Agency for services thereby provided, pursuant to Section III.

2. The rights, duties and responsibilities of the Agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates or broadcast dates fall within such period.

3. After the expiration of the agreed-on interval following notice, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising with the following exception:

   That any non-cancelable contracts entered into by Agency on behalf of Client made on Client's authorization, and still existing at the expiration of the agreed-on interval following notice, shall be carried to completion by Agency and paid for by Client unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

4. Upon the termination of this Agreement, Agency shall immediately transfer, assign, and make available to Client, or Client's representative, property and materials in Agency's possession or control belonging to and paid for by Client.

IX. COMPLIANCE WITH STATE AND FEDERAL LAWS

Agency shall comply with all requirements of any applicable federal, state or local law, rule or regulation and Agency will take precautions to ensure the services and ideas and materials supplied will not violate any laws and will not violate rules and procedures of other governing agencies. The Agency will hold the Client free from any loss or expense resulting from their breach of this representation.

X. INDEPENDENT CONTRACTOR

Agency is and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and all employees of Agency are and shall be and remain at all times employees of Agency, and shall not in any way at any time be or become employees or agents of Client.

XI. BINDING EFFECT

The terms and provisions of this Agreement shall apply to and be binding upon the successors and permitted assigns of the respective parties hereto. This Agreement shall not be assigned without first obtaining both Client's and Agency's written consent.

XII. INDEMNIFICATION

1. Agency agrees to save, indemnify and hold Client harmless from and against any and all claims, demands, suits and actions of anyone not a party to this Agreement for loss, injury, damage or liability of any kind whatsoever arising directly or indirectly out of Agency's performance of this Agreement and its acts or omissions.

2. In providing service, Agency will use and rely on information, representations, reports or data furnished by Client. Client agrees to protect, defend, and indemnify Agency from and against all losses, claims, damages, or liabilities that may be asserted against Agency which arise out of Agency's reasonable reliance upon use of such information, representations, reports or date.

XIII. OWNERSHIP OF WORK PRODUCT

All research, publications, art work, scripts, films, data, conclusions and other work product obtained or developed by Agency under this Agreement shall be and remain the property of Client, providing such work has been paid for in full. Client may use any such materials in any manner without further obligation or additional compensation to Agency.

Agency retains the right to display and publish work done for Client on Agency's website as an example of Agency experience, including case studies that feature overall marketing strategy, various executions and measureable results. Agency will request Client's written approval before publishing proprietary, non-public information, abiding by the Confidentiality terms in Section XV.

XIV. EXAMINATION OF RECORDS

It is understood that Client may at any time during the life of this Agreement, and upon reasonable notice, examine Agency files and records pertaining to Client.

XV. CONFIDENTIALITY

The Agency agrees that during the term of this Agreement and at any time thereafter, the Agency will not reveal nor allow any employee to reveal to any person or entity any Client confidential or proprietary information, except as required in their duties to the Client or unless authorized by the Client. For the purposes of this paragraph, information that the Client regards as confidential and proprietary and is not known to the public or industry at large shall be deemed confidential.

XVI. PROFESSIONAL SERVICE CONTRACT

This is a professional service contract and is not assignable by the Agency or the Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

SUN VALLEY GENERAL IMPROVEMENT DISTRICT: ROO CO:

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____