



December 20, 2021

Tabatha Miller
City Manager
City of Fort Bragg
TMiller@FortBragg.com

RE: Communications Services To Support the City of Fort Bragg

Dear Tabatha:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter "KP"), to represent the City of Fort Bragg, and provide the City with a strategic communications campaign to increase awareness and understanding of the City's position on land use issues.

My colleagues and I look forward to working with the appropriate representatives of the City in connection with this matter. We believe that candid communication is essential and we welcome any suggestions you may have at any time as to how we might better be of service.

I will work with a designated team of KP professionals to fulfill the duties and perform PR activities that are beneficial to your cause. We will be generally available for consultation during normal working hours, and ask that the appropriate representatives of the City be reasonably available to confer with us as needed.

1. Term. This agreement will be effective upon your execution on behalf of the City of Fort Bragg on the signature line at the end of this letter, to cover twelve (12) months. At the end of this contract, KP will work with the City to evaluate whether there is a need for continued public relations services at that time.

2. Services. KP will provide the City of Fort Bragg with the following services:

- a. Message development;
- b. Materials development;
- c. Content to share on social media;
- d. Media relations;
- e. Support for stakeholder outreach.

All of the foregoing services shall be rendered consistent with standards in the industry and to the City's reasonable satisfaction.

3. Fees. In consideration of the services to be provided by KP, the City will pay to KP a monthly fee of \$10,000. KP will provide an invoice for our fees following the last day of each month for which services were rendered, and payment thereof is expected within 15 days of receipt of the invoice. Past due amounts will bear interest at the rate of 10% per annum until paid.

4. Expenses. KP will be entitled to reimbursement of other expenses related to performance of this agreement as may become necessary or advisable, upon the prior approval of the City for expenses over \$500. This may include program-related expenses such as a mailing, travel, commissioned research, extensive graphic design, professional video production, printing, or paid ad placements. KP will provide an invoice for these expenses each month, and payment thereof is expected within 15 days of receipt of the invoice. Undisputed past due amounts will bear interest at the rate of 10% per annum until paid.

5. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. It is therefore expressly understood that if KP notifies the City that extraordinary work burdens are being or will be encountered requiring commitment by KP of time and resources much greater than anticipated, KP and the City will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

6. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

7. Conflicts of Interest. KP has reviewed its current client list and has concluded that there are no conflicts of interest with current clients and the City of Fort Bragg. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to the City, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

8. Termination. The City may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but the City shall have no responsibility for any fees or expenses accruing after termination.

9. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and the City of Fort Bragg. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.

Please execute a copy of this agreement where appropriate and return one copy to us. We look forward to working with you to accomplish your goals.

Sincerely,



Alison MacLeod
for KP Public Affairs

The City of Fort Bragg hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

Name

Title

Date