

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: MARCH 18, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-0311 PG- 3817 RPTT: 0.00



Name: LISA GRANAHAN, CO MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.051
(Title of Document)

LED

CONTRACT FOR PROFESSIONAL SERVICES

2011.051

**BETWEEN
DOUGLAS COUNTY, NEVADA**

2011 MAR 18 AM 9:41

**AND
RKPR INC.
328 CALIFORNIA AVENUE SUITE 4
RENO, NV 89509-1691
TO PROVIDE A**

FRED THURAN
CLERK
[Signature]

DOUGLAS COUNTY ONLINE SOCIAL MARKETING PROGRAM

WHEREAS, Douglas County, is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to employ a consultant to assist Douglas County to provide an online social marketing program to assist in creating new business opportunities; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are experienced in social online marketing programs and are also qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. April 1, 2011 through March 31, 2012. This Contract may be extended for an additional two one-year periods, provided that both parties agree in writing not less than 30 days prior to the date of expiration of this Contract. If extended, all provisions of this Contract remain in effect.

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

RKPR Inc. has entered into a contract with Douglas County to perform work from April 1, 2011, to March 31, 2012, and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616A.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, immediately order the Contractor to stop work, suspend the contract or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to immediately stop work and may immediately suspend or terminate the contract.

4. WORK TO BE PERFORMED. The parties agree that the services to be performed by Contractor are as follows:

The Contractor will assist Douglas County to provide an Online Social Marketing Program which includes management, production and all executable phases with the planned intention of stimulating economic development in Douglas County and marketing it as a preferred site for company relocations within the "Outdoor Lifestyle" manufacturing industries and businesses. The detailed services that Contractor will provide and the estimated timeframes for accomplished those services are set forth in Exhibit A.

5. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph four at a cost not to exceed \$30,000. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month. The specific rate for Contractor's services is set forth as Exhibit B. If this Contract is renewed for any successive one-year periods pursuant to Paragraph One, the cost shall not exceed \$30,000 per year, with payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month.

6. CONFLICT OF INTEREST. Contractor may have or also represent other entities seeking economic development assistance. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify Douglas County of any other contracts or projects they are working on that may impact Douglas County.

7. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, unless the contract is terminated pursuant to Section 6.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during

the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

16. NON APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract for a Douglas County Online Social Marketing Program consulting to be signed and intend to be legally bound thereby.

Ronnie M. Dwyer 3/8/11
On behalf of and with authority to sign for RKPR Inc. (date)

Michael Olson March 17, 2011
Michael Olson, Chair (date)
Douglas County Board of Commissioners

Attest: *Ted Thran* March 17, 2011
Ted Thran, Douglas County Clerk (date)

BY: *Louanna Suddeck*
CLERK TO THE BOARD

ASCENT DOUGLAS COUNTY NEVADA ONLINE SOCIAL MARKETING PROGRAM

Presented by RKPR Inc.

March 3, 2011

Program Overview: The Ascent Douglas County Nevada Online Social Marketing Program includes the management, production and all executable phases with the planned intention of stimulating economic development in Douglas County and marketing it as the preferred site for company relocations within the "Outdoor Recreation and Lifestyle" manufacturers area.

Components of the program include: 1) Providing an organized web presence using social networking strategies as the "hook" and implementing a consistent program using Facebook, Twitter, YouTube, Flickr, blogging, etc. 2) Sell the county visually with current and original video and photography and distributing through social strategies focusing the content on marketing the outdoor recreation and lifestyle available in Douglas County; 3) Ensure Search Engine Optimization (SEO) for program elements; 4) Determine, recommend and manage the online presence through existing channels; 5) Publicity and media outreach designed to "tell the story" of local outdoor recreation and lifestyle businesses as cases studies; 6) Consistent community to targeted businesses for relocation or expansion, local businesses and community leaders through an e-news program; and 7) Establish a measurement and metric system for determining program results.

Goal: Develop a comprehensive social networking marketing program designed to showcase and sell Douglas County to prospective companies through targeted push and pull strategies for enhanced economic growth and vitality.

Target Audiences: Program target audiences include: outdoor recreation and lifestyle manufacturers and companies including ownership, senior management and employees; Douglas County business and economic development community; Journalist bloggers and social networking influencers; and traditional media.

Deliverables: Key deliverables include: Monthly report detailing social status; Program management of all aspects of the online social marketing program including Social Networking/Social Media and Public Relations Outreach directly related to social networking; Social Networking web landing page and blog; Existing and original content video and photography; and development of an outreach program focusing on a pull marketing strategy with e-news blasts; implementation of key programs designed to drive interest including Travel'n Tweet, community video contest, etc.

Metrics / Measurables: Social networking metrics change as rapidly as the industry itself however there are built in metrics that will assist in evaluation including: numbers of Fans, numbers of Followers, downloads and views, social capital (influence of Fans and Followers), ReTweets, referrals, etc. Additionally, demographic information is available including male/female ratios and age demographics. For blogging, key metrics include audience growth with unique visitors and returning visitors, conversation rate, subscribers, inbound links, bookmarking and SEO. From an economic development standpoint, interest leads will be the primary form of measurement. On a more subjective basis, engagement and involvement by Douglas County in the conversation will also be monitored.

Benefit: By utilizing and leveraging current marketing trends and focusing the efforts narrowly toward an outdoor recreation and lifestyle industry, Douglas County and the Northern Nevada Development Authority will effectively align itself toward its strengths while positioning itself with the demographics in a fashion that they are accustomed to. The combined efforts of Douglas County and the NNDA are designed to be innovative, cutting-edge, attention grabbing and results achieving.

ASCENT DOUGLAS COUNTY NEVADA ONLINE SOCIAL MARKETING PROGRAM

Presented by RKPR Inc.
 March 3, 2011

The following cost breakout is based on estimates for hourly time as well as hard costs. RKPR agrees not to exceed the hourly administrative costs based on the scope of work proposed and will work diligently to lower any hard costs where possible.

SOCIAL MARKETING	DESCRIPTION/INTERFRAME	EST. ANNUAL HOURLY/MONTHLY	EST. ANNUAL HARD COSTS
Social Networking / Social Media Estimated hours: 10-15 hours a month	RKPR will implement and manage the social networking component of the program. The program includes the following: <ul style="list-style-type: none"> • Ongoing strategy review, evaluation and management of the comprehensive social networking program focusing on the programs primary goals • Continue to focus on established key message and strategies • Continue to integrate measurable objectives for the program • Provide a monthly report to evaluating social activities, programs status and opportunities • Continue to seek a connection between the target audience and the Ascent Douglas campaign using available market and local research to enhance the program • Continue to review all tactics involve within the program • Serve as the main project manager contact working in conjunction with the Ascent Douglas Team and the committee Chair • Work with the Ascent Douglas Team and committee Chair to expand the reach of the social program to engage local residents, business owners, community partners, etc., as a method to create interest and feed the social channels 	\$2000 x 11 months \$3170 x 1 month = \$25,170 annually	\$50 = Flickr, misc hard costs



SOCIAL WEBSITE/BLOG	DESCRIPTION/TIMEFRAME	EST ANNUAL HOURS/MONTHLY	EST ANNUAL HARD COSTS
Social Web site, Blog, Content Review and Maintenance Estimated hours: 3 – 5 hours a month to maintain 8 hours a year for updates and programming revisions	<ul style="list-style-type: none"> • Continue to maintain and grow social channels on a consistent basis • Review additional social channels and evaluate for implementation as needed • Develop measurement evaluation system and reporting structure to monitor success and areas for improvement; explore fee-based evaluation tools to effectively and dynamically monitor real-time results and online interaction • Continue to develop programs that enhance the inventory available for outreach including: <ul style="list-style-type: none"> • Local company video interviews • Local company photos • Local company blog profile • Local company social posts and target audience education • Recommend implementation of a fee-based evaluation tool to effectively and dynamically monitor real-time results and online interaction • Continue to post to the main collector site relevant information through original and repurposed content • Ensure SEO key words continue to be reviewed throughout • Begin to integrate additional tools to enhance the social experience and promote viral aspects including videos, photography and audio • Continually evaluate the social environment and build upon the efforts to be on the cutting edge of social marketing • Provide recommendations to improve on the content including professional videos, where needed <p>The program includes the following:</p> <ul style="list-style-type: none"> • Ongoing strategy review, evaluation and management of the blog that resides on the collector site • Maintain focus on key message and strategies • Review blog analytics and evaluate for enhancements • Provide a monthly summary report • Continue to post to the main collector site relevant information through original and repurposed content • Ensure SEO key words continue to be reviewed throughout • Integrate photos and videos within the posts • Continually evaluate the social environment and build upon the efforts to be on the cutting edge of social marketing 	Included in Monthly Fee	\$800 annually for hosting, updates, etc.

PUBLICITY/MEDIA RELATIONS	DESCRIPTION/TIMEFRAME	EST. ANNUAL HOURS/MONTHLY	EST. ANNUAL HARD COSTS
Publicity/Media Relations Estimated hours: 2-5 hours a month	Based on the success achieved in the 2010 of working with local businesses/companies to assist with press releases writing and distribution, continue to work with companies to highlight their achievements and distribute to media for increased exposure to the area.	Included in Monthly Fee	Included in Monthly Fee
OUTREACH Outreach: E-newsletter Hard Cost: E-blast distribution	DESCRIPTION/TIMEFRAME Continually promote Douglas County to the database using a monthly e-blast system. Includes the following: <ul style="list-style-type: none"> Continuing to build the database Develop monthly topics and schedule Draft copy and provide for approval Distribute e-news Evaluate for modifications and provide reporting 	Included in Monthly Fee	EST. ANNUAL HARD COSTS \$80 per e-news to approx. 2,000 contacts x 6 times a year = \$480 annually
Outreach: Facebook Ad Buy Hard Cost: Facebook Advertising	Allocate a modest annual budget to promote Ascent Douglas on Facebook through a targeted and strategic advertising campaign.	None	\$500 per quarter = \$2,000 annually
Misc: Annual Admin MEASUREMENT Measurement Hard Cost: Annual fee	DESCRIPTION/TIMEFRAME Annual administrative costs Integrating a social media paid measurement program would integrate the following capabilities: <ul style="list-style-type: none"> Monitor real-time social conversations across all platforms Identify key influencers including bloggers, Tweeters, etc. Ability to engage with influencers for a managed relationship Word cloud analysis of conversation to pinpoint key words and phrases Identify trends and those that may impact social efforts Ability to track unlimited outdoor recreation manufacturers, potential business leads, industry, mentions, etc. 	None	\$500 annual EST. ANNUAL HARD COSTS \$1,000 annually

EST. TOTAL: TIME	\$25,170
EST. TOTAL: HARD COSTS	\$4,830
ANNUAL TOTAL	\$30,000

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 18, 2011

17793 Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By David M. Mullock Deputy